



COUNTY OF LOS ANGELES

FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2401

DARYL L. OSBY
FIRE CHIEF
FORESTER & FIRE WARDEN

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

February 17, 2015

22 February 17, 2015

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012


PATRICK OGAWA
ACTING EXECUTIVE OFFICER

Dear Supervisors:

**APPROVE THE ACCEPTANCE OF GRANT FUNDS,
AGREEMENT NO. AID-OFDA-A-15-00014, FROM THE U.S. AGENCY FOR INTERNATIONAL
DEVELOPMENT, INTERNATIONAL SEARCH AND RESCUE OPERATIONS GRANT
(ALL DISTRICTS) (4 VOTES)**

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting approval to accept a five year award from the U.S. Agency for International Development (USAID), International Search and Rescue Operations Cooperative Agreement, of \$12,944,147 in grant funding. Additional funding will be made based on emergency deployment activity and funding will be increased in the form of agreement modifications.

**IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE
CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:**

1. Accept the award from USAID, International Search and Rescue Operations Cooperative Agreement, Agreement No. AID-OFDA-A-15-00014, of \$12,944,147 in grant funding over the five year agreement term (Attachment I).
2. Authorize the Fire Chief, or his designee, to sign any documents required by USAID that are associated with the administration and management of this Cooperative Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The USAID Office of U.S. Foreign Disaster Assistance (OFDA) plans and implements international

disaster relief, rehabilitation, preparedness, mitigation, prevention, early warning programs, and coordinates the U.S. Government's foreign disaster assistance program. To ensure that Urban Search and Rescue (USAR) capabilities are available when a disaster occurs, USAID has long implemented a policy of partnering with county/municipal agencies capable of providing the needed USAR operational support in a timely manner. The District's USAR Task Force has been selected to continue to serve as part of the Disaster Assistance Response Teams (DARTs) composed of disaster management and response specialists and supporting equipment in responding to international disasters.

The purpose of the USAID International Search and Rescue Operations Cooperative Agreement is to allow the District's USAR Task Force to take part in international search and rescue operations and program activities. Award funds will be used to provide appropriate training and cover related costs for emergency preparedness and maintenance of the District's USAR Task Force. This five year award is a continuation of previous agreements between USAID and the District since 2003 for international search and rescue operations and program activities.

The District will be reimbursed for travel-related costs, training and maintenance of deployment readiness. USAID funds will also allow for the reimbursement of services and supplies, salaries and employee benefits, allow the District firefighters and rescue teams to complete their mission and facilitate the administration of the Cooperative Agreement.

The award amount for the first year is anticipated to include funding of approximately \$1,481,000. Subsequent years award funding is expected to have annual increases budgeted based on the annual work plan approved by the OFDA Agreement Officer Technical Representative (AOTR).

The award also includes \$2,500,000 for the reimbursement of USAR team deployment and disaster response activities. After USAR team deployment and disaster response activity, USAID will replenish funding to the award to keep the disaster response funding at the \$2,500,000 level.

Approval of the recommendations now before your Board will allow sufficient funding for preparedness, operations, and maintenance of the District's USAR Task Force, and will address the following over the five year award:

- Salaries and Employee Benefits \$ 7,918,879
 - Services and Supplies \$ 2,525,268
 - Deployments \$ 2,500,000
- Total Five Year Budget \$12,944,147

The Cooperative Agreement funding for services and supplies will consist of travel, training, supplies, and contractual services.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the County's Strategic Plan Goal #1, Operational Effectiveness/Fiscal Sustainability, through emergency preparedness and response efforts.

FISCAL IMPACT/FINANCING

The District's Fiscal Year 2014-15 Final Adopted Budget includes sufficient funding for this

Cooperative Agreement to address the projected needs for this fiscal year. Any additional appropriation for future years will be addressed through the Department's annual budget process.

Consistent with previous USAID awards, there is a District cost share requirement of approximately 16% which will be matched primarily with salary costs during Fiscal Year 2014-15. There is no cost share requirement for USAR team deployment and disaster response activities.

There is no impact on net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The performance period for the USAID International Search and Rescue Operations Cooperative Agreement is from March 1, 2015 through February 29, 2020.

ENVIRONMENTAL DOCUMENTATION

The Foreign Assistance Act of 1961, as amended, Section 117 requires that the impact of USAID's activities on the environment be considered, and that USAID include environmental sustainability as a central consideration in designing and carrying out its development programs. This mandate is codified in Federal Regulations (22 CFR 216) and in USAID's Automated Directives System (ADS) (Parts 201.5.10g and 204), which in part, require that the potential environmental impacts of USAID-financed activities are identified prior to a final decision to proceed and that appropriate environmental safeguards are adopted for all activities.

CONTRACTING PROCESS

Equipment purchases under this grant will be requisitioned through, and accomplished by the County Purchasing Agent in accordance with the County's purchasing policies and procedures established by the Internal Services Department.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended action will ensure the District's ability to provide effective and essential levels of public safety to the residents of Los Angeles County, as well as expand the quality and productivity of the District's emergency services.

CONCLUSION

Upon approval by your Honorable Board, please electronically submit a Statement of Proceedings to the following:

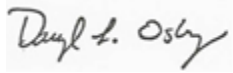
Consolidated Fire Protection District of Los Angeles County
Acting Chief Deputy David R. Richardson Jr.
Executive Office – Emergency Operations
David.Richardson@fire.lacounty.gov

The Honorable Board of Supervisors

2/17/2015

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Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Daryl L. Osby", is written over a light gray rectangular background.

DARYL L. OSBY

FIRE CHIEF, FORESTER & FIRE WARDEN

DLO:mfg

Enclosures

c: Interim Chief Executive Officer
County Counsel
Auditor-Controller



USAID

FROM THE AMERICAN PEOPLE

JAN 29 2015

Mr. David Richardson, Chief Deputy Fire Chief
County of Los Angeles Fire Department
Los Angeles County Search & Rescue
1320 N. Eastern Ave
Los Angeles, CA 90063

Subject: Agreement No. AID-OFDA-A-15-00014

Dear Mr. Richardson:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the U.S. Agency for International Development (hereinafter referred to as "USAID" or "Grantor") hereby provides to Los Angeles County Search and Rescue, (hereinafter referred to as "LACSR," "Grantee," or "Recipient") the sum set forth in Section 1.3 of this Agreement to provide support for a program entitled "," as described in Attachment 2 of this Agreement entitled "Program Description."

This Agreement is effective as of the date of this letter and shall apply to commitments made by the Recipient in furtherance of program objectives for the period described in Section 1.2 of this Agreement. USAID shall not be liable for reimbursing the Recipient for any costs in excess of the obligated amount.

This Agreement is awarded to the Recipient on condition that the funds will be administered in accordance with the terms and conditions as set forth in the attachments listed under my signature below, which together constitute the entire award document, and to which your organization has agreed.

Please sign the second page of this cover letter to acknowledge your receipt of this award, and forward a scanned copy of only the signed page to jrgnants@OFDA.Gov.

Sincerely,

Michael A. Clark
Agreement Officer
Office of Acquisition and Assistance
M/OAA/DCHA

U.S. Agency for International Development
1300 Pennsylvania Avenue, NW
Washington, DC 20523
www.usaid.gov

Attachments:

1. Schedule
2. Program Description
3. Standard Provisions
4. Branding Strategy and Marking Plan

ACKNOWLEDGED: Los Angeles County Search and Rescue

By: _____

Name: _____

Title: _____

Date: _____

ACCOUNTING AND APPROPRIATION DATA

A. GENERAL

A.1. Total Estimated USAID Amount	:	\$11,500,000
A.2. Total Obligated USAID Amount	:	\$3,981,000
A.3. Cost-Sharing Amount (Non-Federal)	:	\$1,444,147
A.4. Agreement Officer's Representative (AOR)	:	See Section 1.12
A.5. Tax I.D. Number	:	95-6000927
A.6. DUNS Number	:	137 355 504
A.7. LOC Number	:	N/A
A.8. USAID CFDA Number	:	98.001

B. SPECIFIC

B.1.(a) Award Number	:	AID-OFDA-A-15-00014
B.1.(b) REQ Number	:	AID-OFDA-15-000129
B.1.(c) Organization ID	:	12504
B.1.(d) Control Number	:	O20151114
B.1.(e) Fund Account	:	FD-X15
B.1.(f) Program Element	:	A091
B.1.(g) Operating Unit	:	DCHAOSU
B.1.(h) Program Area	:	A23
B.1.(i) Distribution	:	997-W
B.1.(j) BGA	:	997
B.1.(k) SOC	:	4100800
B.1.(l) Amount	:	\$3,981,000

ATTACHMENT 1 - SCHEDULE

1.1 PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide support for the program described in Attachment 2 of this Agreement entitled "Program Description."

1.2 PERIOD OF AGREEMENT

(a) The period of performance of this Agreement is March 1, 2015 to February 29, 2020. Subject to the terms and conditions of this Agreement, allowable costs incurred by the Recipient shall be reimbursable during the period of performance.

(b) The place of performance is Worldwide.

(c) Pursuant to 22 CFR 226.25(e)(2), the requirement for the Agreement Officer's prior approval of extensions to the estimated completion date (i.e., through formal modification of this Agreement) is hereby waived, subject to all of the following conditions:

(1) Written notice, with the supporting reasons and the revised completion date, is provided by the Recipient to the Agreement Officer's Representative (AOR) identified in Section 1.12 below at least 10 working days prior to the estimated completion date specified above.

(2) The Recipient may not exercise this option for the sole purpose of using unobligated balances. For the purpose of this provision, "unobligated balance" means the portion of the funds authorized by USAID (see Section 1.3[b] below) that has not been obligated by the Recipient and is determined by deducting the cumulative obligations of the Recipient from the cumulative funds authorized by USAID. "Obligations" of the Recipient means the amounts of orders placed, [sub]contracts and subagreements awarded, services received and similar transactions during a given period that require payment by the Recipient during the same or a future period.

(3) The extension does not require additional federal funds. Note: This means that there are sufficient funds that have been obligated by USAID but not expended or obligated by the Recipient to cover all allowable costs incurred by the Recipient during the extension period. A subsequent request or proposal by the Recipient for additional USAID funds to cover all or part of the extension period means that the extension did, in fact require additional federal funds. This, in turn, means that the condition in this paragraph (c)(3) is not satisfied, thereby nullifying the Agreement Officer's waiver in paragraph (c) above and requiring a formal modification of this Agreement to extend the estimated completion date.

(4) The extension does not involve any changes in the approved objectives or the scope of the project (i.e., the extension is for the purpose of completing the work described in Attachment 2 [Program Description] of this Agreement, and not for the purpose of undertaking additional activities).

(5) The estimated completion date may be extended one time for up to twelve months, subject to the following:

(A) For extensions of the estimated completion date of this Agreement for three months or less, the Recipient must receive written acknowledgment of such extension from the AOR.

(B) For extensions of the estimated completion date of this Agreement for more than three months but less than twelve months, the Recipient must receive written approval for such extension from the AOR, who may also approve extensions for shorter periods than requested.

(d) All other extensions must be approved by the Agreement Officer. If extended by a formal Modification to this Agreement, paragraph (c) will apply to such formally-extended estimated completion date.

(e) In order to preclude payment problems, the Recipient is encouraged (but is not required) to attach a copy of the AOR's acknowledgment or approval under paragraph (c)(5) above to all financial reports (see Section 1.5[a] below) which include costs incurred after the estimated completion date set forth in paragraph (a) above (as may be formally amended from time-to-time) but within the period of such unfunded extension. If the Recipient chooses not to attach a copy of the AOR's acknowledgment or approval, USAID assumes no liability or responsibility for delays in payment. All payment problems related to the unfunded extension period shall be directed by the Recipient to the payment office set forth in Section 1.12 below for resolution.

(f) As indicated in Section 1.3(b) below, this Agreement is incrementally-funded. The obligated amount set forth in Section 1.3(b) below is anticipated to be sufficient through approximately February 29, 2016, although the Recipient is authorized to continue expending obligated funds, if available, beyond that date, but not after the estimated completion date set forth in Section 1.2(a) above.

1.3 AMOUNT OF AGREEMENT AND PAYMENT

(a) The total estimated amount of this Agreement for its full period, as set forth in Section 1.2(a) above, is \$11,500,000.

(b) The amount of \$3,981,000 is obligated for the purposes of this Agreement. USAID is not required to reimburse the Recipient for any costs in excess of this amount, nor is the Recipient required to continue performance or incur costs in excess of this amount (including actions/costs under the termination and suspension provisions of 22 CFR 226.60-62). If, pursuant to 22 CFR 226.25(c)(4), the Recipient requests additional USAID funding and USAID determines not to provide such additional funding, the Agreement Officer will, upon written request of the Recipient, terminate this Agreement pursuant to 22 CFR 226.61(a)(2).

(c) The Recipient shall be reimbursed for USAID's share of allowable accrued expenditures via Electronic Funds Transfer (EFT) in accordance with the regulations set forth in Section 22 CFR 226.22. To request reimbursement payments, the Recipient shall submit Standard Form 270 (available at http://www.whitehouse.gov/omb/grants_forms/) to the payment office indicated in Section 1.12 below (Block 1a of the form should be marked to indicate that it is a request for reimbursement). Reimbursement payments may be requested monthly, but not less frequently than 30 days after the end of each quarter.

Either paper copies or electronic copies (scanned PDF document) may be submitted, but not both.

(d) Until such time as the obligated amount shall equal the total estimated amount of this Agreement, additional increments of funds may be obligated by USAID under this Agreement (by a unilateral modification to this Agreement), subject to availability of funds, successful performance by the Recipient, possible evaluation of the program, program priorities at the time, and the requirements of 22 CFR 226.25.

1.4 AGREEMENT BUDGET

(a) Summary Budget

(1) The following is the Agreement Budget for the total estimated amount of this Agreement (see Section 1.3 above) for its full period (see Section 1.2 above). The Recipient may not exceed the total estimated amount or the obligated amount of this Agreement, whichever is less (see Section 1.3 above).

THE BUDGET

<u>Objective</u>	<u>Amount</u>
Search and Rescue	\$3,981,000
TOTAL ESTIMATED AMOUNT	\$3,981,000

(b) Budget Revisions

(1) Reporting of Deviations from Budget Plan

The summary budget set forth in paragraph (a) above is based on the detailed budget that the Recipient submitted with its application for this Agreement. The Recipient's detailed budget (as may be adjusted by USAID to correct any mathematical errors) constitutes the approved budget plan for this Agreement. The Recipient shall report deviations from the approved budget plan in accordance with 22 CFR 226.25(b).

(2) Prior Approval of Certain Revisions to Budget Plan

In accordance with 22 CFR 226.25(b), the Recipient shall request prior approval from the USAID Agreement Officer for the specific budget revisions described in 22 CFR 226.25(c)(1) through (c)(8). Although the Agreement Officer will, except as may be otherwise indicated or delegated by the Agreement Officer to the AOR, provide any required approvals (or disapprovals), requests for such approvals should be submitted to the AOR in lieu of the Agreement Officer. The AOR will facilitate Agreement Officer approval. The following approvals are hereby provided based on the Recipient's detailed budget plan:

(A) Transfer of Funds Budgeted for Indirect Costs

Pursuant to 22 CFR 226.25(c)(5), the Agreement Officer must approve transfer of amounts budgeted for indirect costs to absorb increases in direct costs. To this end the Agreement Officer hereby provides pre-approval to shift funds from indirect costs to direct costs with AOR concurrence, but Recipients must

comply with the requirement set forth in paragraph 22 CFR 226.25(b) to report the deviation in the budget plan. This approval does not authorize the Recipient to incur additional direct costs or undertake additional activities simply because of a reduction in indirect costs (e.g., where final indirect cost rates are lower than provisional rates used for budgeting purposes). If the Recipient transfers amounts budgeted for indirect costs to absorb increases in direct costs, the Recipient thereby waives any claim for additional funds to cover any subsequent inability by the Recipient to fully recover its actual allowable indirect costs. The transfer of amounts budgeted for direct costs to absorb increases in indirect costs must be approved by the Agreement Officer.

(B) Costs Requiring Prior Approval under U.S. Government Cost Principles

Pursuant to 22 CFR 226.25(c)(6), prior approval is required for costs that require approval under the applicable U.S. Government Cost Principles (see 22 CFR 226.27). However, for nonprofit organizations, 2 CFR 230.25(b) (formerly paragraph 4b of OMB Circular A-122), in defining "prior approval," states that where an item of cost requiring prior approval is specified in the budget of an award, approval of the budget constitutes approval of that cost. For educational institutions, 2 CFR 220 (formerly OMB Circular A-21) does not include similar language, but USAID nevertheless hereby extends the same concept of "prior approval" to educational institutions. To this end, and consistent therewith:

(i) Insurance

Pursuant to paragraph 25 of Appendix J to 2 CFR 220 (formerly OMB Circular A-21) for educational institutions, or paragraph 22 of Appendix B to 2 CFR 230 (formerly OMB Circular A-122) for nonprofit organizations other than educational institutions, the insurances normally carried by the Recipient and those insurances identified in the Recipient's proposal are reimbursable under this Agreement provided that they are otherwise allowable, reasonable, necessary, and allocable and comply with the terms and conditions of this Agreement.

(ii) Equipment and Other Capital Expenditures

Equipment is defined as an article of tangible nonexpendable personal property having an estimated useful life of one year or more and an acquisition cost of \$5,000 or more per unit. The following direct equipment and other capital expenditures are included in the Recipient's detailed budget plan and incorporated into the summary budget set forth in paragraph (a) above, and are, hence, deemed to be approved. All other equipment and other capital expenditures must have the prior approval of the Agreement Officer. If motor vehicles are approved below, they must be manufactured in the U.S. unless otherwise indicated in Section 1.6(d) below.

<u>Quantity</u>	<u>Description</u>
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N/A

(iii) International Travel

International travel is travel between two different countries. In accordance with the Standard Provision set forth in Attachment 3 of this

Agreement entitled "Travel and International Air Transportation," if/when incorporated in this agreement, the following direct international travel has been identified in the Recipient's detailed budget plan and incorporated into the summary budget set forth in paragraph (a) above, and is, hence, deemed to be approved.

<u>No. of Trips</u>	<u>No. of Travelers/Trip</u>	<u>Itinerary</u>	<u>Purpose(s)</u>
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N/A

In accordance with said Standard Provision (as well as 22 CFR 226.25[c][6] and, in accordance with 22 CFR 226.27, OMB Circular A-21 or OMB Circular A-122 [now 2 CFR 220 and 2 CFR 230, respectively]), all other official international travel must have the prior written approval of the Agreement Officer. To this end, the Agreement Officer hereby provides such prior written approval for other international travel, provided that the Recipient provides the above information and obtains the prior written concurrence of the AOR. This approval is subject to the availability of funds and should not be construed as an authorization to either increase the total estimated amount or exceed the total obligated amount of this Agreement. The Recipient shall retain a copy of each travel concurrence provided by the AOR for audit purposes.

(C) Sub-Award, Transfer, or Contracting-Out of any Work
(Other Than the Purchase of Supplies, Material,
Equipment, or General Support Services)

Pursuant to 22 CFR 226.25(c)(8), prior approval is required for the sub-award, transfer, or contracting-out of any work hereunder (other than the purchase of supplies, material, equipment, or general support services), unless it was described in the Recipient's application (see Attachment 2 of this Agreement) and funded in the approved budget of the award. To this end, the following sub-awards, transfers, and contracts are included in the Recipient's detailed budget plan and incorporated into the summary budget set forth in paragraph (a) above, and are, hence, deemed to be approved:

N/A

All other sub-awards, transfers, and contracts, if any, must have the prior approval of the Agreement Officer.

Recipients are reminded that it is their responsibility to ensure all sub-awardees have a DUNS number per Standard Provision entitled "Central Contractor Registration and Universal Identifier (Oct 2010)." Also, per Standard Provision set forth in Attachment 3 of this Agreement "entitled Preventing Terrorist Financing -- Implementation Of E.O. 13224 (August 2013)", it is the responsibility of Recipients to ensure all recipients of USAID funds under this Award are checked against the Excluded Parties List at www.sam.gov, the U.S. Treasury "Specially Designated Nationals and Blocked Persons" at <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx> and United Nations Security designation list (online at: http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml).

1.5 REPORTING, MONITORING, AND EVALUATION

The Recipient is required to submit all financial, programmatic and other reports set forth in this award electronically to the AOR through the Award

Results Tracking (ART) website (<https://art.ofda.gov>). To request a login for ART or if electronic submission is not possible, the Recipient should contact the ART team at ART@ofda.gov. Detailed instructions regarding ART can be found on the ART website.

(a) Financial Reporting

(1) Reporting of Accrued Expenditures

(A) Financial reporting requirements shall be in accordance with 22 CFR 226.52. Except as may be otherwise indicated below, electronic copies (scanned PDF document) should be submitted and are strongly preferred.

(B) In accordance with 22 CFR 226.22, the Standard Form 270 (SF-270) is used to request reimbursements or advances, as described in Section 1.3(c) above.

(C) The Standard Form 425 (SF-425) and SF-425A (available at http://www.whitehouse.gov/omb/grants_forms/) is used to report accrued expenditures. Reporting periods for the SF-425 are quarters:

- January 1 - March 31
- April 1 - June 30
- July 1 - September 30
- October 1 - December 31

Submission of a SF-425 is required for each quarter regardless of the start or end date of the Agreement's period of performance. The final report is due not later than 90 days after the estimated completion date of this Agreement (see Section 1.2 above). The Recipient must submit this form in the following manner:

(i) Submission to USAID/DCHA/OFDA

All financial reports must be submitted electronically to the AOR through ART at <https://art.ofda.gov>. The Recipient may omit Lines 10a-c of the SF-425 for the submission to USAID/DCHA/OFDA.

(ii) Submission to USAID/M/CFO/CMP

One copy of all financial reports must be submitted to USAID/Washington, M/CFO/CMP. The submission address is ei@usaid.gov. The Recipient may omit Lines 10a-c of the SF-425 for the submission to M/FM/CMP.

(2) Reporting Host Government Taxes

The Recipient must comply with the Standard Provision set forth in Attachment 3 of this Agreement entitled "Reporting Host Government Taxes."

(b) Programmatic Reporting

(1) General Requirements

(A) The Recipient must comply with the Standard Provisions set forth in Attachment 3 of this Agreement entitled "Submissions to the Development Experience Clearinghouse and Publications" and "Marking

and Public Communications Under USAID-Funded Assistance." All reports must be in English.

(B) The Recipient shall also submit one copy, either on line (preferred) or by mail, of each performance report required under this Agreement, but not financial reports) to the Development Experience Clearinghouse (DEC). The Recipient must review the DEC website for submission instructions, including document formatting and the types of documents to submit. Submission instructions can be found at: <http://dec.usaid.gov>.

(C) All reporting and data must be delineated by the objectives described in the budget set forth in Section 1.4 above.

(D) All reporting/data will include detail as to whether the same beneficiary population is being served in each sector objective, e.g., number of beneficiaries targeted and reached in one objective may be 5,000, and in another objective 5,000, but the cumulative total of beneficiaries reached is 5,000 -- not 10,000 -- because it is the same population targeted and reached in each objective.

(E) As used herein, "beneficiaries" means individuals and not families. Therefore, if the Recipient is working with families, the report may include data related to both families and the corresponding number of individuals. If data on individual beneficiaries are not available, or if it is impractical (due to the nature of the program) to collect and report beneficiary data, the report should indicate that beneficiary data are not available or are impractical to collect and report, and include a strong justification. Best estimates may be provided.

(F) Beneficiary data must specify the number of Internally Displaced Persons (IDPs) within the population as applicable.

(G) Mandatory indicator data must be reported based on the USAID/DCHA/OFDA defined disaggregated types, e.g. gender, age. Custom indicators should be reported as applicable.

(H) If this Agreement supports a nutrition or health program, representative data on wasting and crude mortality rates (age- and gender-disaggregated) must be included. In addition, when health (including mortality) and nutrition surveys are conducted using funds provided under this Agreement, the Recipient must submit electronically a copy of the data to the Complex Emergency Database (CE-DAT) (contact@cedat.be) and/or a copy to Nutrition Information in Crisis Situations (NICS) (prudhonc@who.int or scn@who.int).

(I) Data must be disaggregated as described above, and the Recipient's Monitoring and Evaluation (M&E) Plan must be capable of accomplishing this. If disaggregated data are not feasible, the M&E plan (including performance indicators) must assess impact on disaggregated populations indirectly.

(2) Program Updates

On a regular basis, the Recipient must provide to the AOR via email (and to the OFDA overseas field representative, if there is one) brief, timely, informal updates that provide information such as progress toward

accomplishing each objective and achieving expected results, constraints, changes in the situation, and any aspects of the program that show demonstrable progress or achievement, expected or otherwise ("success stories").

(3) Performance Monitoring Reports

(A) Notifications

The Recipient must submit, in writing via email, one (1) copy to the AOR, one (1) copy to the OFDA overseas field representative, if there is one, and one (1) copy to the Agreement Officer of notifications, as follows:

(i) Developments which have a significant impact on the activities supported by this Agreement; and

(ii) Problems, delays, or adverse conditions which materially impair the ability to meet the objectives of this Agreement. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the problem.

(B) Performance Baseline Data

(i) Unless performance baseline data are already included in the Program Description set forth in Attachment 2 of this Agreement, the Recipient must submit such data to the AOR through ART at <https://art.ofda.gov>.

(ii) The baseline data must be submitted no later than 90 days from the performance start date (See Section 1.2(a) of this Agreement, or no later than 30 days from the performance start date (see Section 1.2(a)) if this Agreement is for less than six months. Submissions must include quantitative baseline data, approved indicators, and numerical performance targets by indicator, through which the impact and performance of the program can be measured. Performance baseline data shall provide a brief narrative description of the prevailing conditions of a beneficiary population and/or the situation at the onset of the disaster or program and the magnitude of the problem and/or the needs that the Recipient's program will address. If performance indicators are revised from those included in Attachment 2 of this Agreement, appropriate justification for the revisions must be provided.

(C) Semi-Annual Program Performance Reports

(i) The Recipient must submit one copy of a concise and brief (not to exceed 5 pages in 10 point font or above) semi-annual program performance report to the AOR through ART at <https://art.ofda.gov>.

(ii) The due date for these program performance reports is not later than 30 days after the end of each reporting period. Reporting periods are semi-annual (dates are as follows: January 1 - June 30; July 1 - December 31), beginning from the performance start date of this Agreement indicated in Section 1.2(a) above. However, no submission is required if the performance start date set forth in Section 1.2(a) above is 30 days or less before the end of a reporting period. In addition, no submission is required if the start of the reporting period is 30 days or less before the estimated completion date set forth in Section 1.2(a) above

and this Agreement is not being extended. All other reporting requirements, including financial reporting, shall apply.

(iii) These reports shall include the following data for each sector objective:

A comparison of actual accomplishments, both for the reporting period and cumulatively, with the established goals and objectives, and expected results; the findings of the investigator; or both. Data (both qualitative and quantitative) must be presented using established baseline data and indicators, and be supported by a brief narrative. Whenever appropriate and the output of programs or projects can be readily quantified, such quantitative data should be related to cost data for computation of unit costs. The reports shall include the following beneficiary data:

- Number of beneficiaries targeted, by objective.
- Number of beneficiaries reached, by objective.
- Cumulative number of beneficiaries targeted.
- Cumulative number of beneficiaries reached.

In addition, the reports must address:

- Reasons why established goals were not met (if applicable), the impact on the program objective(s), and how the impact has been/will be addressed.
- Other pertinent information including, when appropriate, success stories (if available) which illustrate the direct positive effects of the program; how unforeseen circumstances affected overall performance compared to original assumptions (if applicable), how activities were accordingly adjusted or re-targeted; and analysis and explanation of cost overruns or high unit costs.
- Number of vehicles purchased or leased.
- Number of non-U.S. vehicles purchased or leased.
- Source of each vehicle and the nationality of the supplier.
- An explanation of why geographic code 937 was not used with reference to the file documentation described in Section 1.6(b) below.

(4) Final Program Results Report

(A) The Recipient shall submit one copy of the final Program Results report to the AOR through ART at <https://art.ofda.gov>. The Recipient shall submit the final report not later than 90 days after the estimated completion date indicated in Section 1.2(a) above. The final reports shall emphasize quantitative as well as qualitative data that reflect results, shall measure impact using the baseline data and indicators established for the program, and shall, at a minimum, include the following data for each sector objective:

- (i) Number of beneficiaries targeted, by objective.
- (ii) Number of beneficiaries reached, by objective.

- (iii) Cumulative number of beneficiaries targeted..
- (iv) Cumulative number of beneficiaries reached
- (v) Total numbers of beneficiaries targeted and reached.
- (vi) A description of assessments and surveillance data used to measure results. The reports from any evaluations completed should also be entered into ART.
- (vii) Success stories and an explanation of successes achieved, constraints encountered, and adjustments made for achieving each objective.
- (viii) A discussion of the overall performance of the project, including details of any discrepancies between expected and actual results and any recommendations for improving the design of the program.
- (ix) Overall cost effectiveness, with particular attention paid to cost savings and/or cost overruns, and other significant cost impacts such as major exchange rate fluctuations or other types of inflation shall be detailed.
- (x) A comparison of actual accomplishments, with the established goals and objectives, and expected results; the findings of the investigator; or both. Data must be presented using established baseline data, targets, and indicators for each sector objective, and be supported by a brief narrative. Whenever appropriate and the output of programs or projects can be readily quantified, such quantitative data should be related to cost data for computation of unit costs.
- (xi) Reasons why established goals/targets were not met (if applicable), the impact on the program objective(s), and how the impact has been/will be addressed.
- (xii) Other pertinent information including, when appropriate, success stories (if available) which illustrate the direct positive effects of the program; how unforeseen circumstances affected overall performance compared to original assumptions (if applicable), how activities were accordingly adjusted or re-targeted; and analysis and explanation of cost overruns or high unit costs.

(5) Annual Work-Plans

(i) Not later than 60 days prior to the beginning of each subsequent year, the Recipient shall submit three copies to the AOR (and one copy to the OFDA overseas field representative, if there is one) of draft annual work-plans for each subsequent year. Electronic submission is preferred over hard-copy. The work-plan shall be delineated by the reporting periods described in Section 1.5(b)(3)(C) below. The work-plans shall include the activities planned to be conducted, the site(s) where they will be conducted, and benchmarks/milestones; the outputs/outcomes which the Recipient expects to achieve; and the inputs planned to be provided by the Recipient, during the work-plan period. Included shall be an explanation of how those inputs are expected to achieve the outputs/outcomes and benchmarks/milestones. The work-plans will also include the Recipient's planned international travel, as described in paragraph (a)(1) of the Standard Provision set forth in Attachment 3 of this Agreement entitled "Travel and International Air Transportation." If/when incorporated in this agreement. The AOR shall review the draft annual work-plan, and shall provide comments within 30 days from receipt. Thereafter, the Recipient shall submit three copies of the final work-plan within 15 days of receipt of the AOR's comments to the AOR for approval (see Section 1.15 below).

(ii) The work-plan will describe activities to be conducted at a greater level of detail than Attachment 2 (Program Description) of this Agreement, but shall be cross-referenced with the applicable sections in the Program Description. All work-plan activities must be within the scope and objectives of this Agreement. Work-plans shall not change such scope and objectives or any other terms and conditions of this Agreement in any way; such changes may only be approved by the Agreement Officer, in advance and in writing. Thereafter, if there are inconsistencies between the work-plan and the Program Description or other terms and conditions of this Agreement, the latter will take precedence over the work-plan.

(iii) All work-plans, including significant revisions thereto, must be approved by the AOR (see Section 1.15 below). If, at any time, it becomes necessary to revise the approved work-plan, the Recipient shall submit proposed changes to the AOR, and the procedures described above shall apply. If the revised work-plan is approved, the Recipient shall submit a revised M&E plan (see Section 1.5[b][2][B] below), as necessary, for approval by the AOR.

(6) Monitoring and Evaluation (M&E) Plan

(i) Not later than 60 days from the effective date of this Agreement), the Recipient shall submit to the AOR (through ART at <https://art.ofda.gov> a draft M&E plan. Electronic submission is preferred over hard-copy. The M&E plan shall include a detailed plan for managing the collection of data in order to monitor performance and report thereon. The M&E plan shall specify the source, method of collection, and schedule of collection for each datum required; and assign responsibility for collection to a specific partner, team, or individual. The M&E plan shall also describe critical assumptions. Also included must be performance baseline data which describe the prevailing conditions of a beneficiary population and/or the situation at the onset of the disaster or program, the magnitude of the problem and/or the needs that the Recipient's program will address, performance indicators (including appropriate rationale and justification therefore), and numerical performance targets delineated by the U.S. Government's fiscal year (i.e., October 1st - September 30th) or part thereof. The AOR will provide comments within 30 days, and the Recipient shall then submit three copies of the final M&E plan within 15 days of receipt of the AOR's comments to the AOR for approval (see Section 1.15 below). The M&E plan must be approved by the AOR.

(ii) If, at any time, it becomes necessary to revise the approved M&E plan, the Recipient shall submit proposed changes to the AOR, and the procedures described above shall apply. If the M&E plan is revised, the Recipient shall submit a revised work-plan (see Section 1.5 [b][2][A] above), as necessary, for approval by the AOR.

(c) Property Reports

The following are the reporting and notification requirements related to property financed or provided hereunder:

(1) Tangible Property

(A) Loss, Damage, or Theft

As a condition for this award, the Recipient shall promptly notify the Agreement Officer and the AOR via email of the loss, damage, or theft to equipment funded by OFDA under this Award. Such losses shall be investigated and fully documented.

(B) Request for Disposition Instructions

In accordance with 22 CFR 226.32(c) and 22 CFR 226.34(g), the Recipient shall request disposition instructions from the Agreement Officer via an email to the AOR when the Recipient has no need for USAID-financed real property, or equipment with a current per-unit fair market value of \$5,000 or more, on the program financed hereunder (regardless of whether USAID continues to fund the program) or on other USAID-funded or U.S. Government-funded programs, and does not wish to retain the equipment for other uses and compensate for its share.

(C) Final Equipment and Real Property Inventory Report

In accordance with 22 CFR 226.34(h)(2) and section 1.7 below, the Recipient shall submit one copy of a final inventory report to the AOR through ART, listing all real property and equipment acquired with USAID funds provided under this Agreement or received from USAID for use under this Agreement. This report shall be submitted not later than 90 days from the estimated completion date of this Agreement.

(2) Intangible (Intellectual) Property

(A) Published and Other Written Work

In accordance with paragraph (a)(1) of the Standard Provision set forth in Attachment 3 of this Agreement entitled "Submissions to the Development Experience Clearinghouse and Publications," the Recipient shall provide the AOR through ART with a copy of any Intellectual Work that is published, and a list of any Intellectual Work that is not published. Any copyrighted work shall be so indicated as such. In addition, in accordance with paragraph (a)(2) of the aforesaid Standard Provision, the Recipient must submit Intellectual Work, whether published or not, to the Development Experience Clearinghouse, either on-line (preferred) or by mail.

(B) Patents

The Recipient shall comply with the various reporting/notification requirements set forth in 37 CFR 401.

(2) Intangible (Intellectual) Property

(A) Published and Other Written Work

In accordance with paragraph (a)(1) of the Standard Provision set forth in Attachment 3 of this Agreement entitled "Submissions to the Development Experience Clearinghouse and Publications," the Recipient shall provide the AOR through ART with a copy of any Intellectual Work that is published, and a list of any Intellectual Work that is not published. Any copyrighted work shall be so indicated as such. In addition, in accordance with paragraph (a)(2) of the aforesaid Standard Provision, the Recipient must submit

Intellectual Work, whether published or not, to the Development Experience Clearinghouse, either on-line (preferred) or by mail.

(B) Patents

The Recipient shall comply with the various reporting/notification requirements set forth in 37 CFR 401.

1.6 PROCUREMENT AND CONTRACTING

(a) General

(1) Applicability

This Section applies to the procurement of goods and services by the Recipient using USAID funds provided hereunder. It does not apply to sub-grants and sub-agreements in support of sub-recipients' programs, but does apply to procurement of goods and services by sub-recipients. It also applies to long-term leases (see Section 1.6[a][8] below).

(2) Noncompliance

Failure of the Recipient to comply with the requirements set forth herein may result in disallowance of costs in accordance with 22 CFR 226.27.

(3) General Procurement Requirements

The Recipient shall comply with the general procurement requirements prescribed in 22 CFR 226.40-49, including Appendix A to 22 CFR 226.

(4) Ineligible Goods and Services

In accordance with paragraph b.(1) of the Standard Provision set forth in Attachment 3 of this Agreement entitled "USAID Eligibility Rules for Goods and Services," military equipment, surveillance equipment, commodities and services for support of police or other law enforcement activities, abortion equipment and services, luxury goods and gambling equipment, and weather modification equipment may not be financed hereunder.

(5) Eligibility of Other Commodities

(A) Except for restricted commodities (for which special requirements apply, as described in paragraph [d] below), funds provided hereunder may only be used for commodities that are designated as "eligible" in the USAID Commodity Eligibility Listing (<http://www.usaid.gov/policy/ads/300/31251m.pdf>), or for which the Agreement Officer may specifically provide prior written approval. Commodity means any material, article, supply, goods, or equipment.

(B) To this end, commodities (other than ineligible goods which are discussed in paragraph [a][4] above, and restricted commodities which are subject to paragraph [d] below) that were included in the Recipient's detailed budget (see Section 1.4 above) are authorized for financing hereunder unless otherwise stated. To the extent that the USAID Commodity Eligibility Listing includes any special requirements applicable to the commodities included in the Recipient's detailed budget, the Recipient

shall comply with such special requirements unless otherwise approved in advance and in writing by the Agreement Officer.

(C) Notwithstanding the foregoing, commodities shipped by a transportation medium owned, operated, or under the control of any country not included in Geographic Code 935 are ineligible for USAID financing.

(6) Ineligible Suppliers

(A) General

In purchasing all goods and services with funds provided under this Agreement, the Recipient shall comply with the supplier eligibility requirements set forth in: (1) paragraph b.(2) of the Standard Provision entitled "USAID Eligibility Rules for Goods and Services;" (2) 22 CFR 226.44(d); (3) the Standard Provision entitled "Debarment, Suspension, and Other Responsibility Matters;" and (4) the Standard Provision entitled "Preventing Terrorist Financing -- Implementation Of E.O. 13224." USAID opposes restrictive trade practices or boycotts fostered or imposed by foreign countries against other countries friendly to the United States or against any United States person.

(B) Prohibited Sources

"Prohibited source" means countries to which assistance is prohibited by the annual appropriations acts of Congress or other statutes, or those subject to other executive branch restrictions, such as applicable sanctions administered by the U.S. Treasury Department's Office of Foreign Assets Control. USAID maintains a list of prohibited sources available in USAID's Automated Directives System, ADS 310 (<http://transition.usaid.gov/policy/ads/300/310mac.pdf>). In no event may funds provided under this Agreement be used for the procurement of commodities and services (including restricted commodities described in paragraph [d] below, and transportation, engineering, and construction services described in paragraph [c] below) from prohibited sources, unless the Agreement Officer provides specific written approval to the contrary.

(C) Foreign Government-Controlled Organizations

In addition, and in accordance with 22 CFR 228.13, foreign government-controlled organizations (*i.e.*, firms operated as commercial companies or other organizations or enterprises, including nonprofit organizations, in which foreign governments or their agents or agencies have a controlling interest) are not eligible as suppliers of goods or services unless otherwise approved in advance by the Agreement Officer. Government ministries or agencies of the cooperating/recipient country, including those at the regional and local levels, and government educational institutions, health care providers, and other technical entities of the cooperating/recipient country not formed primarily for commercial or business purposes, are eligible as suppliers of commodities and services.

(7) Source of Commodities and Nationality of Suppliers of Goods and Services

In accordance with the Standard Provision entitled "USAID Eligibility Rules for Goods and Services," USAID's rules on the source of commodities, and the nationality of suppliers of commodities and services, are set forth in 22 CFR

228 (<http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&SID=260c5b7cc4cf7639856f204d96e3515f&rgn=div5&view=text&node=22:1.0.2.22.25&idno=22>), and apply to goods and services financed with USAID funds provided under this Agreement.

(A) Source of Commodities

As indicated in 22 CFR 228.11, and except as may otherwise be approved in advance and in writing by the Agreement Officer, all commodities financed hereunder (other than restricted commodities, which are subject to paragraph [d] below) must have their source in the Authorized Geographic Code, which is set forth in paragraph (b) below. "Source" means the country from which a commodity is shipped to the cooperating/recipient country or the cooperating/recipient country itself if the commodity is located therein at the time of the purchase, irrespective of the place of manufacture or production, unless it is a prohibited source country (see paragraph [C] below). Where, however, a commodity is shipped from a free port or bonded warehouse in the form in which received therein, "source" means the country from which the commodity was shipped to the free port or bonded warehouse. A free port or bonded warehouse is a special customs area with favorable customs regulations (or no customs duties and controls for transshipment).

(B) Nationality of Suppliers of Commodities and Services

Except as may otherwise be approved in advance and in writing by the Agreement Officer, suppliers of commodities and suppliers of services (other than transportation, engineering, and construction services, which are subject to paragraph [c] below) must be eligible under the nationality rules set forth in 22 CFR 228.12 and must have their nationality in a country included in the Authorized Geographic Code, which is set forth in paragraph (b) below. However, the nationality rules do not apply to: (i) the payment of commissions by suppliers; (ii) sureties, insurance companies, or banks who issue bonds or guarantees under USAID-financed contracts; (iii) firms providing liability insurance under construction contracts; and (iv) the employees of contractors, or individuals providing technical or professional services to recipients or contractors (however, such individuals must not be citizens or lawful permanent residents [or equivalent immigration status] of countries which are prohibited sources).

(C) Geographic Codes

Geographic codes may be found at 22 CFR 228.03. "Developing countries," "advanced developing countries," and "prohibited sources" are described in <http://transition.usaid.gov/policy/ads/300/310maa.pdf>, <http://transition.usaid.gov/policy/ads/300/310mab.pdf>, and <http://transition.usaid.gov/policy/ads/300/310mac.pdf>, respectively.

(8) Long-Term Leases

Long-term lease means a single lease of more than 180 calendar days; or repetitive or intermittent leases under this Agreement within a one-year period, which cumulatively total more than 180 calendar days. A single lease may consist of lease of one or more of the same type of commodity within the same lease term. Long-term leases are subject to this Section 1.6.

(b) Authorized Geographic Code for Non-Restricted commodities and Services (Other than Transportation, Engineering, and Construction Services)

Pursuant to paragraph c. of the Standard Provision entitled "USAID Eligibility Rules for Goods and Services," the Authorized Geographic Code for the source of commodities (other than restricted commodities, which are subject to paragraph [d] below) and the nationality of suppliers of commodities and services (other than transportation, engineering, and construction services, which are subject to paragraph [c] below) is Geographic Code 937 (United States, the cooperating/recipient country [even if it is an advanced developing country], and developing countries other than advanced developing countries, and excluding prohibited sources), except as the Agreement Officer may otherwise approve in writing.

(c) Transportation, Engineering, and Construction Services

As indicated in Section 1.6(a)(5)(C) above, if commodities are shipped by a transportation medium owned, operated, or under the control of any country not included in Geographic Code 935, such commodities are ineligible for USAID financing.

(1) Transportation Services

(A) Air Travel and Transportation

(i) General

For both transportation of people and transportation of commodities, the Recipient shall comply with the Standard Provision set forth in Attachment 3 of this Agreement entitled "Travel and International Air Transportation.", if/when incorporated in this agreement.

(ii) The Fly America Act

With reference to paragraph c. of said Standard Provision, U.S.-flag air carriers must be used when they are available, except as may be permitted under air transport agreements between the U.S. and foreign governments, e.g., EU countries that have signed the US-EU "Open Skies" agreement (<http://www.state.gov/e/eb/rls/othr/ata/i/ic/170684.htm>) or an exception authorized under the Fly America Act. For every flight on a non-U.S.-flag air carrier, the Recipient must document its files to demonstrate and explain why U.S.-flag air carriers were not used.

(iii) Air Charters

All air charters covering full or part cargo must be approved in advance and in writing by M/OAA/T. This includes charter parties, booking notes, and booking agreements when those forms of freight contracts incorporate provisions which are in addition to, or which deviate from, the terms of the carrier's standard bill of lading and tariff. The cost of commodities will be ineligible for reimbursement under this Agreement if a) shipped under any air charter which has not received prior written approval from M/OAA/T, and b) the cost was not included in the recipient cost application.

(B) Ocean Shipments

(i) General

In accordance with the Standard Provision set forth in Attachment 3 of this Agreement entitled "Ocean Shipment of Goods," the Recipient must contact USAID Office of Acquisition and Assistance's Transportation Division (M/OAA/T) prior to contracting for ocean transportation to ship goods purchased or financed with USAID funds under this Agreement to determine the flag and class of vessel to be used for shipment.

(ii) Freight Differential

The Agreement Officer (after USAID-internal approval from M/OAA/T) must authorize, in advance and in writing, the payment of any freight differential costs between using U.S.-flag vessels and using non-U.S.-flag vessels.

(iii) Despatch

All despatch earned at the port of unloading on cost, insurance, and freight (CIF) and cost and freight (C&F) shipments, and despatch earned at either the port of loading or unloading for free on board (FOB) or free alongside (FAS) shipments (to the extent that despatch exceeds demurrage incurred on the same voyage) must be credited to this Agreement as Program Income (see Section 1.8 below) or refunded to USAID.

(iv) Demurrage and Detention

Demurrage and detention costs are otherwise ineligible for USAID financing.

(v) Dead Freight

Dead freight is not reimbursable hereunder.

(vi) Ocean Charters

All ocean charters covering full or part cargo must be approved in advance and in writing by the Agreement Officer (after USAID-internal approval from M/OAA/T). This includes charter parties, booking notes, and booking agreements when those forms of freight contracts incorporate provisions which are in addition to, or which deviate from, the terms of the carrier's standard bill of lading and tariff. The cost of commodities will be ineligible for reimbursement under this Agreement if shipped under any ocean charter which has not received prior written approval of the Agreement Officer.

(C) Marine Insurance

(i) All goods financed under this Agreement must be insured in U.S. dollars, or any other freely convertible currency, during ocean transportation, unless USAID agrees otherwise in writing. USAID will finance the costs of the insurance premiums if: (a) the insurance is placed in a country included in the authorized geographic code (see paragraph [iv] below); (b) the insurance is placed in accordance with the terms of the commodity purchase contract; (c) the insurance covers, at a minimum, the period during which the commodities are in transit to the cooperating country; (d) the premiums do not exceed the limitations contained in 22 CFR

201.68; and (e) loss payment proceeds are to be paid in U.S. dollars or other freely convertible currency.

(ii) If the Recipient has, or becomes aware of, a complaint regarding the cooperating country's discrimination against marine insurance companies authorized to do business in the U.S., the Recipient must report it to the USAID Office of Acquisition and Assistance's Transportation Division (M/OAA/T).

(iii) M/OAA/T must approve the payment of general average on uninsured shipments where USAID finances the ocean transportation costs. (General average is a doctrine of marine law applicable to all ocean shipments whereby, when part of a marine cargo or part of the ship is deliberately sacrificed in the interest of saving the whole, owners of the sacrificed portion are entitled to contributions from the owners of the saved portion of the cargo and the ship. Liability for assessments associated with general average is a standard clause incorporated into all marine cargo insurance policies, but is not an issue with regard to most USAID-financed shipments because the insurer, not USAID, is liable for all general average assessments if the shipment is insured. If the shipment is uninsured, the consignee is liable for all general average assessments.)

(iv) Marine insurance is "placed" in a country if payment of the insurance premium is made to, and the insurance policy is issued by, an insurance company office located in that country. The authorized geographic code for where marine insurance may be placed is Geographic Code 937 (United States, the cooperating/recipient country [even if it is an advanced developing country], and developing countries other than advanced developing countries, but excluding prohibited sources)

(D) Other Delivery Services

The Authorized Geographic Code for other delivery services (such as export packing, loading, commodity inspection services, and services of a freight forwarder) is Geographic Code 935 (any area or country but excluding prohibited sources).

(E) Incidental Services

The Authorized Geographic Code for incidental services (such as installation or erection of USAID-financed equipment, or the training of personnel in the maintenance, operation, and use of such equipment) is Geographic Code 935 (any area or country but excluding prohibited sources).

(2) Engineering and Construction Services

(A) In accordance with 22 CFR 228.17, advanced developing countries, as defined in 22 CFR 228.01, which USAID has determined to have attained a competitive capability in international markets for construction services or engineering services are not eligible to furnish USAID-financed construction and engineering services unless approved in advance by the Agreement Officer.

(B) In accordance with 22 CFR 228.14, when the estimated cost of a contract for construction is \$10 million or less and only local firms will be solicited, a local corporation or partnership which is a

foreign-owned local firm (*i.e.*, owned or controlling interest by individuals not citizens or permanent residents, or equivalent immigration status, of the United States or the cooperating/recipient country) are not eligible to furnish USAID-financed construction services unless approved in advance by the Agreement Officer.

(d) Restricted Commodities

In accordance with paragraph b.(3) of the Standard Provision entitled "USAID Eligibility Rules for Goods and Services," agricultural commodities, motor vehicles, pharmaceuticals, pesticides, used equipment, U.S. Government-owned excess property, and fertilizer are restricted commodities and may not be financed hereunder without the prior written approval of the Agreement Officer. For the purpose of this Agreement, condoms and contraceptives are also considered restricted commodities.

N/A

1.7 TITLE TO AND USE OF PROPERTY

Title to property financed under this Agreement or provided by USAID shall vest in the Recipient, subject to the following requirements regarding the use, care, accountability, maintenance, and disposition thereof:

(a) Tangible Property

(1) Equipment

"Equipment" means an article of tangible nonexpendable personal property having a useful life of one year or more and a per-unit acquisition cost (purchase price) of \$5,000 or more. Equipment is subject to the requirements set forth in 22 CFR 226.34.

(2) Supplies and Other Expendable Equipment

"Supplies and other expendable equipment" means items of tangible personal property that do not meet the definition of "equipment" in paragraph (a)(1) above. Supplies and other expendable equipment are subject to the requirements set forth in 22 CFR 226.35.

(3) Real Property

"Real property" means land, land improvements, structures, and appurtenances thereto. Real property is subject to the requirements set forth in 22 CFR 226.32.

(b) Intangible (Intellectual) Property

"Intangible property" means, but is not limited to, copyrights, inventions and patents, and data first produced under this Agreement. Intangible property is subject to the requirements set forth in 22 CFR 226.36.

1.8 PROGRAM INCOME

Any Program Income earned under this Agreement shall be additive to the USAID and other contributions provided hereunder. The Recipient shall account for Program Income in accordance with 22 CFR 226.24. Proceeds from the sale of property funded hereunder will be governed by 22 CFR 226.31 through 22 CFR 226.37, which set forth uniform standards governing management and or disposition of property furnished by the Federal Government or whose cost was changed to a project supported by a Federal award.

1.9 COST-SHARING (MATCHING)

The Recipient agrees to expend an amount not less than \$1,444,147 of the total program cost for financing by the Recipient and/or others from non-federal funds in accordance with 22 CFR 226.23. This cost-sharing may be cash and/or in-kind contributions, and includes un-recovered indirect costs. Failure to meet these requirements shall be handled in accordance with the Standard Provision set forth in Attachment 3 of this Agreement entitled "Cost-Sharing (Matching)."

1.10 INDIRECT COSTS

No indirect costs will be charged to this Agreement. The Recipient understands and agrees that indirect costs attributable to this Agreement will be absorbed by the Recipient and considered cost-sharing.

1.11 RESOLUTION OF CONFLICTS

Conflicts between any of the Attachments of this Agreement shall be resolved by applying the following descending order of precedence:

- Attachment 1 - Schedule
- Attachment 3 - Standard Provisions
- Attachment 4 - Branding Strategy and Marking Plan
- Attachment 2 - Program Description

1.12 POST-AWARD AGREEMENT ADMINISTRATION

(a) Agreement Officer's Representative (AOR)

The AOR for this Agreement has been designated in a separate memorandum from the Agreement Officer to the AOR, a copy of which is being provided to the Recipient in addition to this Agreement. All correspondence to the AOR should be addressed to:

The Agreement Officer's Representative (AOR) is:

Ms. Sarah Potts
DCHA/OFDA
U.S. Agency for International Development
1300 Pennsylvania Avenue, N.W.
Room 8.06
Washington, DC 20523-2052

(b) Agreement Officer

The USAID Agreement Officer is:

Mr. Michael A. Clark
M/OAA/DCHA, SA-44
U.S. Agency For International Development
301 4th Street, S.W.
Washington, DC 20547-0001

(c) Payment Office

M/CFO/CMP, SA-44
U.S. Agency For International Development
301 4th Street, S.W.
Washington, DC 20547-0001

Vendor invoices
E-Mail: EI@usaid.gov

Letter of Credit
E-Mail: loc@usaid.gov

Reporting Host Government Taxes
E-Mail: obl docCMP@usaid.gov

1.13 SPECIAL PROVISIONS

(a) Code of Conduct for the Protection of Beneficiaries of Assistance from Sexual Exploitation and Abuse in Humanitarian Relief Operations

As a condition for award of this Agreement, it is understood by USAID and affirmed by the Recipient that the Recipient has adopted a code of conduct for the protection of beneficiaries of assistance from sexual exploitation and abuse in humanitarian relief operations. Such code of conduct must be consistent with the UN Interagency Standing Committee on Protection from Sexual Exploitation and Abuse in Humanitarian Crises, which includes the following core principles:

(1) Sexual exploitation and abuse by humanitarian workers constitute acts of gross misconduct and are therefore grounds for termination of employment;

(2) Sexual activity with children (persons under the age of 18) is prohibited regardless of the age of majority or age of consent locally; mistaken belief in the age of a child is not a defense;

(3) Exchange of money, employment, goods, or services for sex, including sexual favors or other forms of humiliating, degrading, or exploitative behavior is prohibited; this includes exchange of assistance that is due to beneficiaries.

(4) Sexual relationships between humanitarian workers and beneficiaries are strongly discouraged since they are based on inherently unequal power dynamics. Such relationships undermine the credibility and integrity of humanitarian aid work.

(5) Where a humanitarian worker develops concerns or suspicions regarding sexual abuse or exploitation by a fellow worker, whether in the

same humanitarian aid agency or not, s/he must report such concerns via established agency reporting mechanisms.

(6) Humanitarian workers are obliged to create and maintain an environment which prevents sexual exploitation and abuse and promotes the implementation of their code of conduct. Managers at all levels have particular responsibilities to support and develop systems which maintain this environment.

(b) Branding Strategy and Marking Plan

(1) In accordance with the Standard Provision set forth in Attachment 3 of this Agreement entitled "Marking and Public Communications Under USAID-Funded Assistance," the Recipient's Branding Strategy and Marking Plan are incorporated into this Agreement as Attachment 4 hereof.

(c) Non-Federal Audits

(1) In accordance with 22 CFR 226.26, the Recipient and its sub-recipients are subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and OMB Circular A-133. For non-US based recipients, an audit is required if the grantee expends \$300,000 or more in USAID funds in one fiscal year. For US-based nonprofits an audit is required if they expend \$500,000 per fiscal year. The Recipient and its sub-recipients must use an independent, non-Federal auditor or audit organization which meets the general standards specified in generally accepted government auditing standards (GAGAS) to fulfill these requirements.

(d) U.S. Export Restrictions

Unless otherwise approved in advance by the Agreement Officer, funds provided hereunder may not be expended by the Recipient in violation of the U.S. Government's Export Administration Regulations (EAR) found in 15 CFR 730, et seq.¹ The Recipient shall comply with any and all requirements and provisions of the EAR.

(e) U.S. Economic Sanctions

Unless otherwise approved in advance by the Agreement Officer, funds provided hereunder may not be expended by the Recipient in violation of any U.S. Government Economic Sanctions and/or any OFAC license related thereto. The Recipient shall comply with any and all requirements and provisions of the relevant sanctions regulations and/or OFAC license.

(f) Homeland Security Presidential Directive-12 (HSPD-12) (SEP 2006)
(AAPD 06-12)

(Note: The following only applies if the Recipient, its employees, or a sub-recipient or its employees, require routine access to USAID-controlled facilities and/or access to USAID's information systems.)

¹ Further information about export restrictions may be found on the internet at: <http://www.gpo.gov/bis/index.html> and http://www.gpo.gov/bis/ear/ear_data.html.

(1) In response to the general threat of unauthorized access to federal facilities and information systems, the President issued Homeland Security Presidential Directive-12. HSPD-12 requires all Federal agencies to use a common Personal Identity Verification (PIV) standard when identifying and issuing access rights to users of Federally-controlled facilities and/or Federal Information Systems. USAID is applying the requirements of HSPD-12 to applicable assistance awards. USAID will begin issuing HSPD-12 "smart card" IDs to applicable recipients (and recipient employees), using a phased approach. Effective October 27, 2006, USAID will begin issuing new "smart card" IDs to new recipients (and recipient employees) requiring routine access to USAID-controlled facilities and/or access to USAID's information systems. USAID will begin issuance of the new smart card IDs to existing recipients (and existing recipient employees) on October 27, 2007. (Exceptions would include those situations where an existing recipient [or recipient employee] loses or damages his/her existing ID and would need a replacement ID prior to Oct 27, 2007. In those situations, the existing recipient [or recipient employee] would need to follow the PIV processes described below, and be issued one of the new smart cards.)

(2) Accordingly, before a recipient (including a recipient employee) may obtain a USAID ID (new or replacement) authorizing him/her routine access to USAID facilities, or logical access to USAID's information systems, the individual must provide two forms of identity source documents in original form and a passport size photo. One identity source document must be a valid Federal or state government-issued picture ID. (Overseas foreign nationals must comply with the requirements of the Regional Security Office.) USAID/W recipients (and recipient employee) must contact the USAID Security Office to obtain the list of acceptable forms of documentation, and recipients working in overseas Missions must obtain the acceptable documentation list from the Regional Security Officer. Submission of these documents, and related background checks, are mandatory in order for the recipient (or employee) to receive a building access ID, and before access will be granted to any of USAID's information systems. All recipients (or employees) must physically present these two source documents for identity proofing at their USAID/W or Mission Security Briefing. The recipient (or employee) must return any issued building access ID and remote authentication token to USAID custody upon termination of the individual's employment with the recipient or completion of the award, whichever occurs first.

(3) The recipient must comply with all applicable HSPD-12 and PIV procedures, as described above, as well as any subsequent USAID or government-wide HSPD-12 and PIV procedures/policies, including any subsequent applicable USAID General Notices, Office of Security Directives and/or Automated Directives System (ADS) policy directives and required procedures. This includes HSPD-12 procedures established in USAID/Washington and those procedures established by the overseas Regional Security Office. In the event of inconsistencies between this clause and later-issued Agency or government-wide HSPD-12 guidance, the most recent issued guidance should take precedence, unless otherwise instructed by the Agreement Officer.

(4) The recipient is required to include this clause in any subawards (including subcontracts) that require the subawardee or subawardee employee to have routine physical access to USAID space or logical access to USAID's information systems.

(g) Electronic Payments System (August 2014)

1. Definitions:

(A) "Cash Payment System" means a payment system that generates any transfer of funds through a transaction originated by cash, check, or similar paper instrument. This includes electronic payments to a financial institution or clearing house that subsequently issues cash, check, or similar paper instrument to the designated payee.

(B) "Electronic Payment System" means a payment system that generates any transfer of funds, other than a transaction originated by cash, check, or similar paper instrument, that is initiated through an electronic terminal, telephone, mobile phone, computer, or magnetic tape, for the purpose of ordering, instructing or authorizing a financial institution to debit or credit an account. The term includes debit cards, wire transfers, transfers made at automatic teller machines, and point-of-sale terminals.

2. The recipient agrees to use an electronic payment system for any payments under this award to beneficiaries, subrecipients, or contractors.

3. Exceptions. Recipients are allowed the following exceptions, provided the recipient documents its files with the appropriate justification:

(A) Cash payments made while establishing electronic payment systems, provided that this exception is not used for more than six months from the effective date of this award.

(B) Cash payments made to payees where the recipient does not expect to make payments to the same payee on a regular, recurring basis, and payment through an electronic payment system is not reasonably available.

(C) Cash payments to vendors below \$3000, when payment through an electronic payment system is not reasonably available.

(D) The Recipient has received a written exception from the Agreement Officer that a specific payment or all cash payments are authorized based on the Recipient's written justification, which provides a basis and cost analysis for the requested exception.

4. More information about how to establish, implement, and manage electronic payment methods is available to recipients at <http://solutionscenter.nethope.org/programs/c2e-toolkit>.

1.14 STANDARD/SPECIAL PROVISIONS

The following Standard Provisions apply to this Agreement. The full text of these Standard Provisions is set forth in Attachment 3 of this Agreement.

(a) Mandatory Standard Provisions

1. Applicability Of 22 CFR Part 226 (MAY 2005)
2. Ineligible Countries (MAY 1986)
3. Nondiscrimination (JUN 2012)
4. Amendment Of Award (JUN 2012)

5. Notices (JUN 2012)
6. Subagreements (JUN 2012)
7. OMB Approval Under The Paperwork Reduction Act (DEC 2003)
8. USAID Eligibility Rules For Goods And Services (JUN 2012)
9. Debarment, Suspension, And Other Responsibility Matters (JUN 2012)
10. Drug-Free Workplace (JUN 2012)
11. Equal Participation By Faith-Based Organizations (JUN 2012)
12. Preventing Terrorist Financing -- Implementation Of E.O. 13224 (AUG 2013)
13. Marking And Public Communications Under USAID-Funded Assistance (AUG 2013)
14. Regulations Governing Employees (AUG 1992)
15. Conversion Of United States Dollars To Local Currency (NOV 1985)
16. Use Of Pouch Facilities (AUG 1992)
17. Travel And International Air Transportation (AUG 2013)
18. Ocean Shipment Of Goods (JUN 2012)
19. Voluntary Population Planning Activities - Mandatory Requirements (MAY 2006)
20. Trafficking In Persons (JUN 2012)
21. Submissions To The Development Experience Clearinghouse and Data Rights (JUNE 2012)
22. Limiting Construction Activities (AUG 2013)
23. USAID Implementing Partner Notices (IPN) Portal For Assistance (JULY 2014)
24. Pilot Program for Enhancement of Grantee Employee Whistleblower Protections (September 2014)
25. Submission of Datasets to the Development Data Library (October 2014)

(b) Required-as-Applicable Standard Provisions

26. COST-SHARING (MATCHING) (FEB 2012)
27. CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER (OCT 2010)

1.15 SUBSTANTIAL INVOLVEMENT UNDERSTANDINGS

It is understood and agreed that USAID will be substantially involved during performance of this Agreement as set forth below. Pursuant to 22 CFR 226.25, the AOR is not authorized to provide any approvals which would constitute:

(1) a change to the Program Description set forth in Attachment 2 of this Agreement, which may only be approved by the Agreement Officer; (2) a change to the Agreement budget set forth in Section 1.4. above, unless the Agreement Officer's approval is not required for said budget changes; or (3) an unauthorized commitment as defined in ADS-303.3.18.

(a) Annual Work-Plans

The AOR must approve the annual work-plans described in Section 1.5(b) above, including any significant changes or revisions thereto.

(b) Key Personnel

(Under current USAID policy, no more than 5 key personnel positions or 5% of the recipient's personnel working under the award may generally be included.)

Pursuant to 22 CFR 226.25, whereby the Agreement Officer must approve changes in key personnel, the Agreement Officer hereby delegates authority to the AOR to approve any replacement of key personnel designated below, and, if not designated below, the filling of any key personnel position. Key personnel positions are designated as:

Position

Person

TBD

(c) Monitoring and Evaluation Plan

The AOR must approve the Recipient's Monitoring and Evaluation Plan as described in Section 1.5(b) above, including any significant changes or revisions thereto.

ATTACHMENT 2 - PROGRAM DESCRIPTION

The Recipient's proposal entitled "Follow-up of Competitively Awarded Cooperative Agreement," and dated December 17, 2014, is attached hereto as the Program Description (Attachment 2) and is made a part of this Agreement. In accordance with 22 CFR 226.25(c)1, the Recipient shall report and request approval for changes in the scope or the objective of the project (even if there is no associated budget revision requiring prior written approval). In lieu of the Agreement Officer, the Recipient shall report any such deviations, and submit requests for approval of changes to the scope and objectives, to the AOR. Except as may be otherwise indicated or delegated by the Agreement Officer to the AOR, the Agreement Officer will still provide any required approvals (or disapprovals).

ATTACHMENT 2 – PROGRAM DESCRIPTION

I.1 PROGRAM DESCRIPTION

I.1.1 BACKGROUND

The Office of U.S. Foreign Disaster Assistance (OFDA) was established in response to the authorization of disaster assistance by Congress in Chapter 9 of the Foreign Assistance Act of 1961, as amended. OFDA plans and implements international disaster relief, rehabilitation, preparedness, mitigation, prevention, and early warning programs, and coordinates the U.S. Government's foreign disaster assistance program. OFDA serves as the principal liaison office with other federal and state government agencies, the international disaster community, U.S. private voluntary organizations, and other donor countries, on foreign disaster assistance.

A variety of natural disasters occur around the world. Latin America and the Caribbean region are subject to frequent earthquakes, volcanic eruptions, hurricanes, flooding, and drought. The Asia and African regions deal with many of the same problems, in addition to the problem of displaced populations from civil strife and ecological degradation. Increasing populations, increased use of technology and hazardous materials, continued assaults on the ecology, and terrorist acts pose ever-increasing risks for major disasters. The economic and social impact of major disasters is significantly greater in under-developed countries and recovery takes longer.

When a disaster occurs, response time is critical to saving lives. The local emergency providers are first on the scene and their training and capabilities in disaster management and response will determine the extent of preventable deaths, injuries, and economic loss. Appropriate U.S. assistance is provided through Disaster Assistance Response Teams (DARTs), composed of disaster management and response specialists and supporting equipment, tailored to the specific disaster event, whose effectiveness also depends on rapid deployment and efficiency of operations.

The Urban Search and Rescue (USAR) function, when needed for an international disaster response, is a crucial component of the DART. OFDA participates in the International Search and Rescue Advisory Group (INSARAG), which has developed specific criteria with respect to organization, systems, equipment, and selection of personnel. Because most disasters cannot be predicted in advance, the capability to perform USAR operations must be pre-existing and the ability to mobilize and deploy must be pre-planned and rapidly executable. Historically, county/municipal agencies have had the ability to ensure that USAR capabilities will be available when a foreign disaster occurs, and three – Fairfax County (VA) Fire and Rescue, Los Angeles County Consolidated Fire District, and Miami-Dade Fire Rescue – have provided the needed USAR operational support in a timely manner. This RFA is for follow-on awards to the current cooperative agreements with Fairfax County and Los Angeles County. Those incumbents are not precluded from competing under this RFA.

OFDA also supports non-response activities such as disaster preparedness and mitigation, which includes USAR-related technical advisory services, local host country capacity-building, and technology transfer to international organizations.

I.1.2 PROGRAM GOAL

The goal of OFDA's international USAR program is to support the provision of search and rescue assistance in response to foreign disasters. This entails two discrete but interrelated program components: (1) **Disaster Preparedness/Mitigation**, through (a) maintenance by the Recipient of a deployment readiness capability; and (b) the provision by the Recipient of USAR-related technical assistance; and (2) **Disaster Response**, through (a) deployment of USAR teams by the Recipient; and (b) the provision by the Recipient of Disaster Logistics and Communications Support.

I.1.3 RANGE OF ACTIVITIES

The following describes the range of activities that OFDA may support under the planned awards. The program tends to be demand-driven, with OFDA serving in a coordination role (as well as a donor). Given the uncertainties, OFDA cannot guarantee that Recipients will necessarily perform all of the activities described below. Because of the inability to precisely define all activities in advance, specific implementation plans will be required (see Section VI), and OFDA will be substantially involved in the implementation of the program as described in Section II of this RFA.

I.1.3.1 Disaster Preparedness/Mitigation

Through approval by the USAID Agreement Officer's Technical Representative (AOTR) of work-plans and revisions thereto, the Recipient will only undertake Deployment Readiness activities in consultation with the AOTR.

I.1.3.1.1 Deployment Readiness

The location, nature, timing, and extent of a disaster response cannot be known in advance. Therefore, the Recipient must maintain a state of deployment readiness at all times. At a minimum, this requires the following, which the Recipient is expected to maintain in a cost-effective manner:

I.1.3.1.1.1 Project Management

The Recipient is responsible for efficient management of the work performed under the award. The Recipient must have sufficient personnel resources, accounting systems and practices, and communications systems to manage the effort effectively. The Recipient must have a dedicated Project Manager or other Key Personnel who will manage and administer the award and be the primary interface with OFDA. The Project Manager must have the authority to commit and coordinate resources to support a rapid deployment at any time. The Project Manager will, *inter alia*, be responsible for: (1) managing program activities; (2) mobilization and deployment of resources; (3) award administration and reporting; (4) staffing and allocation of resources; (5) procurement and maintenance of equipment and supplies; (6) attendance and/or arranging support to meetings, tours, seminars, and briefings; (7) cost management and cost control; and (8) performance monitoring and reporting. The Recipient shall maintain an internal control and accounting system to accurately record, document, and account for all cost-related items, including, but not limited to, manpower/labor/personnel compensation, travel/transportation, purchasing/procurement, property management, subrecipient monitoring, audit, communications/reporting/record-keeping, and all other costs. Consistent with the Recipient's internal requirements (if applicable), the Recipient must develop and maintain a plan for achieving gender-integration and -balance in all activities, targeting women and girls when necessary. The Recipient must also develop and maintain a plan for minimizing and

mitigating any adverse environmental impact resulting from program activities. The Recipient must comply with the reporting and timeliness requirements described in VI.3 of this RFA.

At a recent International Search and Rescue Advisory Group (INSARAG) meeting in New Delhi, the UN reminded countries of the UN classification system, and their responsibilities, as sponsors of INSARAG and signatories to UN General Assembly Resolution 57/150, to classify teams that will be internationally deployed. In order for USAID to be a responsible donor and not undermine a system into which it has put significant effort and resources, the Recipient will need to become classified by INSARAG as "heavy."

I.1.3.1.1.2 Maintenance of USAR Team/Personnel Qualifications

The Recipient will maintain the skills, abilities, and professional certifications of its search and rescue personnel for an international deployment. This may include training, exercises, and rotational cross-training assignments (unrelated to a Disaster Response, as described in Section I.1.3.2 below) within OFDA.

I.1.3.1.1.3 Equipment and Relief Commodities Stockpile

As indicated in Section I.1.3.2 below, the Recipient must have the requisite equipment and supplies to support the proposed Disaster Response (USAR team deployment or disaster logistics and communications support). Hence, the Recipient must maintain and augment an equipment cache capable of international technical search, rescue, communications, and medical operations in a deployable level of readiness. Equipment may be used by a deployed USAR team, or may be part of a Disaster Logistics and Communications Support effort in support of other USAR missions. The types and descriptions of equipment for FEMA-certified Type I and Type III USAR teams may be found at <http://www.fema.gov/emergency/usr>.

I.1.3.1.2 Technical Assistance

Due to the Recipient's resident expertise in urban search and rescue, the Recipient may provide technical assistance as described below. Assistance to this Technical Assistance sub-component of the program is distinguished from the Disaster Logistics and Communications Support sub-component (see Section I.3.3.2.2 below) of the Disaster Response component (see Section I.1.3.2 below) by the fact that activities under this component will not be in response to a disaster. Through approval by the USAID Agreement Officer's Technical Representative (AOTR) of work-plans and revisions thereto (See Section VI), the Recipient will only undertake Technical Assistance activities in consultation with the AOTR. Technical Assistance activities may include any or all of the following:

I.1.3.1.2.1 Technical Advisory Services

The Recipient may provide technical advisory services in support of USAID programs, host governments, staff of the International Search and Rescue Advisory Group (INSARAG) Secretariat, and other members of the international search and rescue community. The Recipient shall make subject matter experts available to analyze situations and make recommendations with respect to future actions. The areas of expertise would include all aspects of the search and rescue mission, including incident management, communications systems use and operation, emergency medical care, international coordination systems, as well as other assistance normally within the technical expertise of an urban fire department including, but not limited to, fire management, hazardous chemical spills, explosions, etc. The Recipient may also assign qualified trainers to conduct limited, specific urban search and rescue

training. The Recipient shall utilize existing materials developed and provided by USAID. It is desired that instructors be fluent in languages spoken in the areas where training may be conducted.

I.1.3.1.2.2 Local Host Country Capacity-Building

Due to the Recipient's resident expertise in urban search and rescue, the Recipient may assign USAR personnel to provide technical assistance and training to host country organizations and personnel.

I.1.3.1.2.3 Technology Transfer to International Organizations

Due to the Recipient's resident expertise in urban search and rescue, the Recipient may support technical exchange and training with international organizations related to the technologies utilized in international urban search and rescue missions.

I.1.3.2 Disaster Response

A foreign disaster is an unexpected occurrence, man-made or natural, that causes loss of life, health, property, or livelihood, inflicting widespread destruction and distress and having long-term, adverse effects on USAID operations. It is distinguished from an accident by its magnitude, by its damage to the community infrastructure or the resources required for recovery.

In order to initiate a response to a foreign disaster by OFDA, the U.S. Ambassador or Chief of Mission to an affected country, or the Deputy Assistant Secretary of State, must issue a Disaster Declaration. A Disaster Declaration may be made when there is an act of nature (such as a flood, drought, fire, hurricane, earthquake, volcanic eruption, or epidemic) or an act of man (such as a riot, violence, terrorist event, civil strife, explosion-fire) which is outside the United States, its territories or possessions, and which is or threatens to be of sufficient severity and magnitude to warrant emergency relief assistance. Some international disaster responses require USAR assistance, and, under this RFA, OFDA seeks to support the provision of such assistance when appropriate. Such assistance may include the following:

I.1.3.2.1 USAR Team Deployment

Deployment of a USAR team centers on the conduct of confined space urban search and rescue in an unsupported environment. The Recipient will provide personnel, equipment, and relief supplies for timely deployment of a fully self-sufficient USAR team for an international mission.

OFDA recognizes that the Recipient may have existing obligations to provide its services within its locality, and that the Recipient's ability to respond is contingent on the resources required to support any other local or other USG-funded disaster response activities concurrently with the OFDA activity. The AOTR will advise the Recipient of the nature of the disaster and the number of personnel allowed by the host country. The Recipient will determine the make-up of the USAR team, subject to AOTR concurrence (See Section II). The types of personnel that may be required include emergency management technicians, medical personnel, firefighters, communications specialists, specialized sensor and camera operators, structural engineers, etc. Depending on the specific needs, the Recipient may deploy a FEMA-defined Type I or Type III USAR team, supplemented for an international mission. Personnel to be deployed must be experienced, trained, or certified within their respective areas of expertise, or otherwise meet established standards.

To facilitate the response, the Recipient will, within one hour after alert of the need for a USAR mission, provide the AOTR with a Disaster Response Implementation Plan (DRIP) consisting of a personnel roster and the cubic dimensions and weight of equipment and supplies to be deployed, and the initial estimated cost. This personnel roster must include date of birth and passport number of each team member, and must be approved by the AOTR (See Sections II & VI). The Recipient's team and all supporting equipment must be at the airport ready to deploy within six hours after notification. The Recipient is responsible for transporting personnel and equipment to the airport, while OFDA will arrange for transportation of personnel and equipment to the host country. To support this response time, the Recipient must be located within a reasonable distance from strategic international transport hubs, either commercial airports or military facilities. In addition to personnel, a significant amount of equipment will likely need to be transported to the USAR site. This equipment may have a large footprint (*e.g.*, heavy-duty trucks). Therefore, these hubs must also be capable of handling large cargo planes (*e.g.*, C-5, C-130) that could be used in support of the mission.

Deployed urban search and rescue personnel must not be a burden to the host country. USAR team deployments may last up to 14 days, and the Recipient must support deployed personnel with subsistence supplies, materials, and equipment to cover the entire deployment period.

The Recipient must provide the requisite equipment to support a USAR mission within a host country that has no indigenous infrastructure, equipment and/or materials. Such equipment will be provided from the Equipment and Relief Commodities Stockpile described in Section I.1.3.1.1.3 above. OFDA will finance the replacement of equipment lost or damaged during a USAID-funded deployment, or transferred from the Recipient to another entity after a USAID-funded deployment (with the authorization or approval of USAID in accordance with 22 CFR 226.34[h]), and restore the cache for future deployments either by the county, FEMA, or USAID.

In addition to AOTR approval of DRIPs (as described above), the AOTR will also be substantially involved in deployments of USAR teams as described in Section II of this RFA.

I.1.3.2.2 Disaster Logistics and Communications Support

Due to the Recipient's resident expertise in urban search and rescue, the Recipient may also support other international search and rescue missions through the provision of staff and equipment to On-Site Operations and Control Centers (OSOCCs) and UN Disaster Assessment and Coordination (UNDAC) teams,¹ by serving as the Disaster Logistics Officer² on a DART or Response Management Team (RMT),³ and through assistance to the UNDAC alert system. The types of personnel and equipment are a sub-set of those described above. Assistance to this Disaster Logistics and Communications Support sub-component of the program is distinguished from the Technical Assistance sub-component (see Section I.1.3.1.2 above) of the Disaster Preparedness/Mitigation component (see Section I.1.3.1 above) by the fact that activities under this component will be in response to a disaster.

¹ Information on UNDAC teams can be found at <http://ochaonline.un.org/webpage.asp?MenuID=2893&Page=552>.

² Completing a 45-day certification (on-the-job training) program in OFDA/Washington (as part of the "Maintenance of Team/Personnel Qualifications" activity under the "Disaster Preparedness" sub-component of the "Disaster Preparedness/Mitigation" component) is a prerequisite to serving as a Disaster Logistics Officer

³ An RMT operates in OFDA/Washington and supports a DART in the field.

Again, OFDA recognizes that the Recipient may have existing obligations to provide its services within its locality, and that the Recipient's ability to respond is contingent on the resources required to support any other local or other USG-funded disaster response activities concurrently with the OFDA activity. The AOTR will advise the Recipient of the nature of the disaster and the number of personnel allowed by the host country. The Recipient will determine the make-up of the USAR team, subject to AOTR concurrence (See Section II). The types of personnel that may be required include emergency management technicians, medical personnel, firefighters, communications specialists, specialized sensor and camera operators, structural engineers, etc. Personnel to be deployed must be experienced, trained, or certified within their respective areas of expertise, or otherwise meet established standards.

To facilitate the response, the Recipient will, within one hour after alert of the need for a Disaster Logistics and Communications Support assignment, provide the AOTR with a Disaster Response Implementation Plan (DRIP) consisting of a personnel roster and the cubic dimensions and weight of equipment and supplies to be deployed, and the initial estimated cost. This personnel roster must include date of birth and passport number of each team member, and must be approved by the AOTR (See Sections II & VI). Again, the Recipient's team and all supporting equipment must be at the airport ready to deploy within six hours after notification. The Recipient is responsible for transporting personnel and equipment to the airport, while OFDA will arrange for transportation of personnel and equipment to the host country. To support this response time, the Recipient must be located within a reasonable distance from strategic international transport hubs, either commercial airports or military facilities. In addition to personnel, a significant amount of equipment will likely need to be transported to the USAR site. This equipment may have a large footprint (*e.g.*, heavy-duty trucks). Therefore, these hubs must also be capable of handling large cargo planes (*e.g.*, C-5, C-130) that could be used in support of the mission.

Deployed urban search and rescue personnel must not be a burden to the host country. Disaster Logistics and Communications Support deployments may last up to 30 days (or longer, with the agreement of the Recipient), and the Recipient must support deployed personnel with subsistence supplies, materials, and equipment to cover the entire deployment period.

The Recipient may need to provide the requisite equipment to support its team within a host country that has no indigenous infrastructure, equipment and/or materials. Such equipment will be provided from the Equipment and Relief Commodities Stockpile described in Section I.1.3.1.1.3 above. OFDA will finance the replacement of equipment lost or damaged during a USAID-funded Disaster Logistics and Communications Support assignment, or transferred from the Recipient to another entity after a USAID-funded Disaster Logistics and Communications Support assignment (with the authorization or approval of USAID in accordance with 22 CFR 226.34[h]), and restore the cache for future deployments either by the county, FEMA, or USAID.

In addition to AOTR approval of DRIPs (as described above), the AOTR will also be substantially involved in disaster logistics and communications support assignments as described in Section II of this RFA.

[END OF ATTACHMENT 2]

ATTACHMENT 3 - STANDARD PROVISIONS

(Note: Throughout this Agreement, the following terms may be used interchangeably: (a) "Grant Officer" and "Agreement Officer;" (b) "Grantee," "Recipient," and "Awardee;" (c) "Grant," "Cooperative Agreement," "Agreement," and "Award;" (d) Agreement Officer's Representative, "Cognizant Technical Officer," "Project Officer," and "Activity Manager;" (e) "Subaward," "Subgrant," and "Subagreement;" and (f) "Subrecipient," "Subgrantee," and "Subawardee." All references to dollars (\$) mean U.S. dollars or the equivalent thereof in another currency. References to "USAID," without an indication of the specific position or individual within USAID, shall mean "Agreement Officer" unless otherwise indicated or delegated to another USAID position or individual by the Agreement Officer.)

1. APPLICABILITY OF 22 CFR PART 226 (MAY 2005)

(a) All provisions of 22 CFR Part 226² and all Standard Provisions attached to this agreement are applicable to the recipient and to subrecipients which meet the definition of "Recipient" in Part 226, unless a section specifically excludes a subrecipient from coverage. The recipient shall assure that subrecipients have copies of all the attached standard provisions.

(b) For any subawards made with Non-US subrecipients the Recipient shall include the applicable "Standard Provisions for Non-US Nongovernmental Grantees."³ Recipients are required to ensure compliance with subrecipient monitoring procedures in accordance with OMB Circular A-133.⁴

2. INELIGIBLE COUNTRIES (MAY 1986)

Unless otherwise approved by the USAID Agreement Officer, funds will only be expended for assistance to countries eligible for assistance under the Foreign Assistance Act of 1961, as amended, or under acts appropriating funds for foreign assistance.

3. NONDISCRIMINATION (JUN 2012)

No U.S. citizen or legal resident shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination on the basis of race, color, national origin, age, disability, or sex under any program or activity funded by this award when work under the grant is performed in the U.S. or when employees are recruited from the U.S.

Additionally, USAID is committed to achieving and maintaining a diverse and representative workforce and a workplace free of discrimination. Based on law, Executive Order, and Agency policy, USAID prohibits discrimination, including harassment, in its own workplace on the basis of race, color, religion, sex (including pregnancy and gender identity), national origin, disability, age, veteran's status, sexual orientation, genetic information, marital status, parental status, political affiliation, and any other conduct that does not adversely affect the performance of the employee.

In addition, the Agency strongly encourages its recipients and their subrecipients and vendors (at all tiers), performing both in the U.S. and overseas, to develop and enforce comprehensive nondiscrimination policies for their workplaces that include protection for all their employees on these expanded bases, subject to applicable law.

4. AMENDMENT OF AWARD (JUN 2012)

This award may only be amended in writing, by formal amendment or letter, signed by the Agreement Officer (AO), and in the case of a bilateral amendment, by the AO and an authorized official of the recipient.

5. NOTICES (JUN 2012)

Any notice given by USAID or the recipient is sufficient only if in writing and delivered in person, mailed or e-mailed as follows:

² Available on the internet at: http://www.access.gpo.gov/nara/cfr/waisidx_07/22cfr226_07.html.

³ Available on the internet at: <http://www.usaid.gov/policy/ads/300/303mab.pdf>.

⁴ Available on the internet at: <http://www.whitehouse.gov/omb/circulars/a133/a133.html>.

(1) To the USAID Agreement Officer, at the address specified in this award;
or

(2) To the recipient, at the recipient's address shown in this award, or to such other address specified in this award.

6. SUBAGREEMENTS (JUN 2012)

- a. Subawardees and contractors have no relationship with USAID under the terms of this award. All required USAID approvals must be directed through the recipient to USAID.
- b. Notwithstanding any other term of this award, subawardees and contractors have no right to submit claims directly to USAID and USAID assumes no liability for any third party claims against the recipient.

7. OMB APPROVAL UNDER THE PAPERWORK REDUCTION ACT (DEC 2003)

Information collection requirements imposed by this grant are covered by OMB approval number 0412-0510; the current expiration date is 04/30/2005. The Standard Provision containing the requirement and an estimate of the public reporting burden (including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information) are set forth below.

<u>Standard Provision</u>	<u>Burden Estimate</u>
Air Travel and Transportation	1.0 (hour)
Ocean Shipment of Goods	0.5
Patent Rights	0.5
Publications	0.5
Negotiated Indirect Cost Rates -Predetermined and Provisional	1.0
Voluntary Population Planning	0.5
Protection of the Individual as a Research Subject	1.0

<u>22 CFR 226</u>	<u>Burden Estimate</u>
22 CFR 226.40 - .49 Procurement of Goods and Services	1.0
22 CFR 226.30 - .36 Property Standards	1.5

Comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Acquisition and Assistance, Policy Division (M/OAA/P), U.S. Agency for International Development, Washington, DC 20523-7801 and to the Office of Management and Budget, Paperwork Reduction Project (0412-0510), Washington, DC 20503.

8. USAID ELIGIBILITY RULES FOR GOODS AND SERVICES (JUN 2012)

a. This provision is not applicable to commodities or services that the recipient provides with private funds as part of a cost-sharing requirement, or with Program Income generated under this award.

b. Ineligible and Restricted Commodities and Services:

(1) Ineligible Commodities and Services. The recipient must not, under any circumstances, procure any of the following under this award:

- (i) Military equipment,
- (ii) Surveillance equipment,
- (iii) Commodities and services for support of police or other law enforcement activities,
- (iv) Abortion equipment and services,
- (v) Luxury goods and gambling equipment, or
- (vi) Weather modification equipment.

(2) Ineligible Suppliers. Any firms or individuals that do not comply with the requirements in Standard Provision, "Debarment, Suspension and Other Responsibility Matters" and Standard Provision, "Preventing Terrorist Financing" must not be used to provide any commodities or services funded under this award.

(3) Restricted Commodities. The recipient must obtain prior written approval of the Agreement Officer (AO) or comply with required procedures under an applicable waiver, as provided by the AO when procuring any of the following commodities:

- (i) Agricultural commodities,
- (ii) Motor vehicles,
- (iii) Pharmaceuticals,
- (iv) Pesticides,
- (v) Used equipment,
- (vi) U.S. Government-owned excess property, or
- (vii) Fertilizer.

c. Source and Nationality:

Except as may be specifically approved in advance by the AO, all commodities and services that will be reimbursed by USAID under this award must be from the authorized geographic code specified in this award and must meet the source and nationality requirements set forth in 22 CFR 228. If the geographic code is not specified, the authorized geographic code is 937. When the total value of procurement for commodities and services during the life of this award is valued at \$250,000 or less, the authorized geographic code for procurement of all goods and services to be reimbursed under this award is code 935. For a current list of countries within each geographic code, see: <http://inside.usaid.gov/ADS/300/310.pdf>.

d. Guidance on the eligibility of specific commodities and services may be obtained from the AO. If USAID determines that the recipient has procured any commodities or services under this award contrary to the requirements of this provision, and has received payment for such purposes, the AO may require the recipient to refund the entire amount of the purchase.

e. This provision must be included in all subagreements, including subawards and contracts, which include procurement of commodities or services.

9. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (JUN 2012)

a. The recipient agrees to notify the Agreement Officer (AO) immediately upon learning that it or any of its principals:

(1) Are presently excluded or disqualified from covered transactions by any Federal department or agency;

(2) Have been convicted within the preceding three-year period preceding this proposal; been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;

(3) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph a.(2); and

(4) Have had one or more public transactions (Federal, State, or local) terminated for cause or default within the preceding three years.

b. The recipient agrees that, unless authorized by the AO, it will not knowingly enter into any subagreements or contracts under this award with a person or entity that is included on the Excluded Parties List System (www.sam.gov/). The recipient further agrees to include the following provision in any subagreements or contracts entered into under this award:

DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION (JUNE 2012)

The recipient/contractor certifies that neither it nor its principals is presently excluded or disqualified from participation in this transaction by any Federal department or agency.

c. The policies and procedures applicable to debarment, suspension, and ineligibility under USAID-financed transactions are set forth in Subpart C of 2 CFR Section 180, as supplemented by 2 CFR 780.

10. DRUG-FREE WORKPLACE (JUN 2012)

a. The recipient must comply with drug-free workplace requirements in subpart B (or subpart C, if the recipient is an individual) of 2 CFR 782, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

11. **EQUAL PARTICIPATION BY FAITH-BASED ORGANIZATIONS (JUN 2012)**

a. Faith-Based Organizations Encouraged.

Faith-based organizations are eligible to compete on an equal basis as any other organization to participate in USAID programs. Neither USAID nor entities that make and administer subawards of USAID funds will discriminate for or against an organization on the basis of the organization's religious character or affiliation. A faith-based organization may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, within the limits contained in this provision. More information can be found at the USAID Faith-Based and Community Initiatives Web site: http://transition.usaid.gov/our_work/global_partnerships/fbci/ and 22 CFR 205.1.

b. Inherently Religious Activities Prohibited.

- (1) Inherently religious activities include, among other things, worship, religious instruction, prayer, or proselytization.
- (2) The recipient must not engage in inherently religious activities as part of the programs or services directly funded with financial assistance from USAID. If the recipient engages in inherently religious activities, it must offer those services at a different time or location from any programs or services directly funded by this award, and participation by beneficiaries in any such inherently religious activities must be voluntary.
- (3) These restrictions apply equally to religious and secular organizations. All organizations that participate in USAID programs, including religious ones, must carry out eligible activities in accordance with all program requirements and other applicable requirements governing USAID-funded activities.
- (4) These restrictions do not apply to USAID-funded programs where chaplains work with inmates in prisons, detention facilities, or community correction centers, or where USAID funds are provided to religious or other organizations for programs in prisons, detention facilities, or community correction centers, in which such organizations assist chaplains in carrying out their duties.
- (5) Notwithstanding the restrictions of b.(1) and (2), a religious organization that participates in USAID-funded programs or services
 - (i) Retains its independence and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct financial assistance from USAID to support any inherently religious activities,
 - (ii) May use space in its facilities, without removing religious art, icons, scriptures, or other religious symbols, and
 - (iii) Retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious

references in its organization's mission statements and other governing documents.

c. Construction of Structures Used for Inherently Religious Activities Prohibited. The recipient must not use USAID funds for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities, such as sanctuaries, chapels, or other rooms that the recipient uses as its principal place of worship. Except for a structure used as its principal place of worship, where a structure is used for both eligible and inherently religious activities, USAID funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities.

d. Discrimination Based on Religion Prohibited. The recipient must not discriminate against any beneficiary or potential beneficiary on the basis of religion or religious belief as part of the programs or services directly funded with financial assistance from USAID.

e. A religious organization's exemption from the Federal prohibition on employment discrimination on the basis of religion, set forth in Sec. 702(a) of the Civil Rights Act of 1964, 42 U.S.C. 2000e-1 is not forfeited when the organization receives financial assistance from USAID.

f. The Secretary of State may waive the requirements of this section in whole or in part, on a case-by-case basis, where the Secretary determines that such waiver is necessary to further the national security or foreign policy interests of the United States.

12. PREVENTING TERRORIST FINANCING - IMPLEMENTATION OF E.O. 13224 (AUG 2013)

- a. The recipient must not engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism, including those individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (online at: <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>) or the United Nations Security designation list (online at: http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml).
- b. This provision must be included in all subagreements, including subawards and contracts issued under this award.

13. MARKING AND PUBLIC COMMUNICATIONS UNDER USAID-FUNDED ASSISTANCE (AUG 2013)

a. The USAID Identity is the official marking for USAID, comprised of the USAID logo and brandmark with the tagline "from the American people." The USAID Identity is on the USAID Web site at www.usaid.gov/branding. Recipients must use the USAID Identity, of a size and prominence equivalent to or greater than any other identity or logo displayed, to mark the following:

- (1) Programs, projects, activities, public communications, and commodities partially or fully funded by USAID;

- (1) Program, project, or activity sites funded by USAID, including visible infrastructure projects or other physical sites;
- (3) Technical assistance, studies, reports, papers, publications, audio-visual productions, public service announcements, Web sites/Internet activities, promotional, informational, media, or communications products funded by USAID;
- (4) Commodities, equipment, supplies, and other materials funded by USAID, including commodities or equipment provided under humanitarian assistance or disaster relief programs; and
- (5) Events financed by USAID, such as training courses, conferences, seminars, exhibitions, fairs, workshops, press conferences and other public activities. If the USAID Identity cannot be displayed, the recipient is encouraged to otherwise acknowledge USAID and the support of the American people.

b. The recipient must implement the requirements of this provision following the approved Marking Plan in the award.

c. The AO may require a preproduction review of program materials and "public communications" (documents and messages intended for external distribution, including but not limited to correspondence; publications; studies; reports; audio visual productions; applications; forms; press; and promotional materials) used in connection with USAID-funded programs, projects or activities, for compliance with an approved Marking Plan.

d. The recipient is encouraged to give public notice of the receipt of this award and announce progress and accomplishments. The recipient must provide copies of notices or announcements to the Agreement Officer's Representative (AOR) and to USAID's Office of Legislative and Public Affairs in advance of release, as practicable. Press releases or other public notices must include a statement substantially as follows:

"The U.S. Agency for International Development administers the U.S. foreign assistance program providing economic and humanitarian assistance in more than 80 countries worldwide."

e. Any "public communication" in which the content has not been approved by USAID must contain the following disclaimer:

"This study/report/audio/visual/other information/media product (specify) is made possible by the generous support of the American people through the United States Agency for International Development (USAID). The contents are the responsibility of [insert recipient name] and do not necessarily reflect the views of USAID or the United States Government."

f. The recipient must provide the USAID AOR with two copies of all program and communications materials produced under this award.

g. The recipient may request an exception from USAID marking requirements when USAID marking requirements would:

- (1) Compromise the intrinsic independence or neutrality of a program or materials where independence or neutrality is an inherent aspect of the program and materials;

- (2) Diminish the credibility of audits, reports, analyses, studies, or policy recommendations whose data or findings must be seen as independent;
- (3) Undercut host-country government "ownership" of constitutions, laws, regulations, policies, studies, assessments, reports, publications, surveys or audits, public service announcements, or other communications;
- (4) Impair the functionality of an item;
- (5) Incur substantial costs or be impractical;
- (6) Offend local cultural or social norms, or be considered inappropriate; or
- (7) Conflict with international law.

h. The recipient may submit a waiver request of the marking requirements of this provision or the Marking Plan, through the AOR, when USAID-required marking would pose compelling political, safety, or security concerns, or have an adverse impact in the cooperating country.

- (1) Approved waivers "flow down" to subagreements, including subawards and contracts, unless specified otherwise. The waiver may also include the removal of USAID markings already affixed, if circumstances warrant.

- (2) USAID determinations regarding waiver requests are subject to appeal by the recipient, by submitting a written request to reconsider the determination to the cognizant Assistant Administrator.

i. The recipient must include the following marking provision in any subagreements entered into under this award:

"As a condition of receipt of this subaward, marking with the USAID Identity of a size and prominence equivalent to or greater than the recipient's, subrecipient's, other donor's, or third party's is required. In the event the recipient chooses not to require marking with its own identity or logo by the subrecipient, USAID may, at its discretion, require marking by the subrecipient with the USAID Identity."

14. REGULATIONS GOVERNING EMPLOYEES (AUG 1992)

(The following applies to the recipient's employees working in the cooperating country under the agreement who are not citizens of the cooperating country.)

- (a) The recipient's employees shall maintain private status and may not rely on local U.S. Government offices or facilities for support while under this grant.

- (b) The sale of personal property or automobiles by recipient employees and their dependents in the foreign country to which they are assigned shall be subject to the same limitations and prohibitions which apply to direct-hire

USAID personnel employed by the Mission, including the rules contained in 22 CFR Part 136,⁵ except as this may conflict with host government regulations.

(c) Other than work to be performed under this award for which an employee is assigned by the recipient, no employee of the recipient shall engage directly or indirectly, either in the individual's own name or in the name or through an agency of another person, in any business, profession, or occupation in the foreign countries to which the individual is assigned, nor shall the individual make loans or investments to or in any business, profession or occupation in the foreign countries to which the individual is assigned.

(d) The recipient's employees, while in a foreign country, are expected to show respect for its conventions, customs, and institutions, to abide by its applicable laws and regulations, and not to interfere in its internal political affairs.

(e) In the event the conduct of any recipient employee is not in accordance with the preceding paragraphs, the recipient's chief of party shall consult with the USAID Mission Director and the employee involved and shall recommend to the recipient a course of action with regard to such employee.

(f) The parties recognize the rights of the U.S. Ambassador to direct the removal from a country of any U.S. citizen or the discharge from this grant award of any third country national when, in the discretion of the Ambassador, the interests of the United States so require.

(g) If it is determined, either under (e) or (f) above, that the services of such employee should be terminated, the recipient shall use its best efforts to cause the return of such employee to the United States, or point of origin, as appropriate.

15. CONVERSION OF UNITED STATES DOLLARS TO LOCAL CURRENCY (NOV 1985)

Upon arrival in the Cooperating Country, and from time to time as appropriate, the recipient's chief of party shall consult with the Mission Director who shall provide, in writing, the procedure the recipient and its employees shall follow in the conversion of United States dollars to local currency. This may include, but is not limited to, the conversion of currency through the cognizant United States Disbursing Officer or Mission Controller, as appropriate.

16. USE OF POUCH FACILITIES (AUG 1992)

(a) Use of diplomatic pouch is controlled by the Department of State. The Department of State has authorized the use of pouch facilities for USAID recipients and their employees as a general policy, as detailed in items (1) through (6) below. However, the final decision regarding use of pouch facilities rest with the Embassy or USAID Mission. In consideration of the use of pouch facilities, the recipient and its employees agree to indemnify and hold harmless, the Department of State and USAID for loss or damage occurring in pouch transmission:

(1) Recipients and their employees are authorized use of the pouch for transmission and receipt of up to a maximum of .9 kgs per shipment of

⁵ Available on the internet at: http://www.access.gpo.gov/nara/cfr/waisidx_07/22cfr136_07.html.

correspondence and documents needed in the administration of assistance programs.

(2) U.S. citizen employees are authorized use of the pouch for personal mail up to a maximum of .45 kgs per shipment (but see [a][3] below).

(3) Merchandise, parcels, magazines, or newspapers are not considered to be personal mail for purposes of this standard provision and are not authorized to be sent or received by pouch.

(4) Official and personal mail pursuant to (a)(1) and (a)(2). above sent by pouch should be addressed as follows:

Name of individual or organization (followed by
letter symbol "G")
City Name of post (USAID/_____)
Agency for International Development
Washington, D.C. 20523-0001

(5) Mail sent via the diplomatic pouch may not be in violation of U.S. Postal laws and may not contain material ineligible for pouch transmission.

(6) Recipient personnel are not authorized use of military postal facilities (APO/FPO). This is an Adjutant General's decision based on existing laws and regulations governing military postal facilities and is being enforced worldwide.

(b) The recipient shall be responsible for advising its employees of this authorization, these guidelines, and limitations on use of pouch facilities.

(c) Specific additional guidance on grantee use of pouch facilities in accordance with this standard provision is available from the Post Communication Center at the Embassy or USAID Mission.

17. TRAVEL AND INTERNATIONAL AIR TRANSPORTATION (AUG 2013)

a. PRIOR BUDGET APPROVAL

Direct charges for travel costs for international air travel by individuals are allowable only when each international trip has received prior budget approval. Such approval is met when all of the following are met:

(1) The trip is identified by providing the following information: the number of trips, the number of individuals per trip, and the origin and destination countries or regions;

(2) All of the information noted at a.(1) above is incorporated in the Schedule of this award or amendments to this award; and

(3) The costs related to the travel are incorporated in the budget of this award.

The Agreement Officer (AO) may approve, in writing, international travel costs that have not been incorporated in this award. To obtain AO approval, the recipient must request approval at least three weeks before the international travel, or as far in advance as possible. The recipient must keep a copy of the AO's approval in its files. No other clearance (including

country clearance) is required for employees of the recipient, its subrecipients or contractors. International travel by employees who are not on official business of the recipient, such as rest and recuperation (R&R) travel offered as part of an employee's benefits package, must be consistent with the recipient's personnel and travel policies and procedures and does not require approval.

b. TRAVEL COSTS

All travel costs must comply with the applicable cost principles and must be consistent with those normally allowed in like circumstances in the recipient's non-USAID-funded activities. Costs incurred by employees and officers for travel, including air fare, costs of lodging, other subsistence, and incidental expenses, may be considered reasonable and allowable only to the extent such costs do not exceed reasonable charges normally allowed by the recipient in its regular operations as the result of the recipient organization's written travel policy and are within the limits established by the applicable cost principles.

In the absence of a reasonable written policy regarding international travel costs, the standard for determining the reasonableness of reimbursement for international travel costs will be the Standardized Regulations (Government Civilians, Foreign Areas), published by the U.S. Department of State, as from time to time amended. The most current Standardized Regulations on international travel costs may be obtained from the AO. In the event that the cost for air fare exceeds the customary standard commercial airfare (coach or equivalent) or the lowest commercial discount airfare, the recipient must document one of the allowable exceptions from the applicable cost principles.

c. FLY AMERICA ACT RESTRICTIONS

(1) The recipient must use U.S. Flag Air Carriers for all international air transportation (including personal effects) funded by this award pursuant to the Fly America Act and its implementing regulations to the extent service by such carriers is available.

(2) In the event that the recipient selects a carrier other than a U.S. Flag Air Carrier for international air transportation, in order for the costs of such international air transportation to be allowable, the recipient must document such transportation in accordance with this provision and maintain such documentation pursuant to the Standard Provision, "Accounting, Audit and Records." The documentation must use one of the following reasons or other exception under the Fly America Act:

(i) The recipient uses a European Union (EU) flag air carrier, which is an airline operating from an EU country that has signed the US-EU "Open Skies" agreement
(<http://www.state.gov/e/eb/rls/othr/ata/i/ic/170684.htm>).

(ii) Travel to or from one of the following countries on an airline of that country when no city pair fare is in effect for that leg (see <http://apps.fas.gsa.gov/citypairs/search/>):

- a. Australia on an Australian airline,
- b. Switzerland on a Swiss airline, or
- c. Japan on a Japanese airline;

(iii) Only for a particular leg of a route on which no US Flag Air Carrier provides service on that route;

(iv) For a trip of 3 hours or less, the use of a US Flag Air Carrier at least doubles the travel time;

(v) If the US Flag Air Carrier offers direct service, use of the US Flag Air Carrier would increase the travel time by more than 24 hours; or

(vi) If the US Flag Air Carrier does not offer direct service,

a. Use of the US Flag Air Carrier increases the number of aircraft changes by 2 or more,

b. Use of the US Flag Air Carrier extends travel time by 6 hours or more, or

c. Use of the US Flag Air Carrier requires a layover at an overseas interchange of 4 hours or more.

d. DEFINITIONS

The terms used in this provision have the following meanings:

(1) "Travel costs" means expenses for transportation, lodging, subsistence (meals and incidentals), and related expenses incurred by employees who are on travel status on official business of the recipient for any travel outside the country in which the organization is located. "Travel costs" do not include expenses incurred by employees who are not on official business of the recipient, such as rest and recuperation (R&R) travel offered as part of an employee's benefits package that are consistent with the recipient's personnel and travel policies and procedures.

(2) "International air transportation" means international air travel by individuals (and their personal effects) or transportation of cargo by air between a place in the United States and a place outside thereof, or between two places both of which are outside the United States.

(3) "U.S. Flag Air Carrier" means an air carrier on the list issued by the U.S. U.S. Flag Air Carrier service also includes service provided under a code share agreement with another air carrier when the ticket, or documentation for an electronic ticket, identifies the U.S. flag air carrier's designator code and flight number.

(4) For this provision, the term "United States" includes the fifty states, Commonwealth of Puerto Rico, possessions of the United States, and the District of Columbia.

e. SUBAGREEMENTS

This provision must be included in all subagreements, including all subawards and contracts, under which this award will finance international air transportation.

[END OF PROVISION]

18. OCEAN SHIPMENT OF GOODS (JUN 2012)

APPLICABILITY: *This provision is applicable for awards and subawards for which the recipient contracts for ocean transportation for goods purchased or financed with USAID funds. In accordance with 22 CFR 228.21, ocean transportation shipments are subject to the provisions of 46 CFR Part 381.*

- a. Prior to contracting for ocean transportation to ship goods purchased or financed with USAID funds under this award, the recipient must contact the office below to determine the flag and class of vessel to be used for shipment:

U.S. Agency for International Development,
Office of Acquisition and Assistance, Transportation Division
1300 Pennsylvania Avenue, NW
Washington, DC 20523-7900
Email: oceantransportation@usaid.gov

- b. This provision must be included in all subagreements, including subwards and contracts.

19. VOLUNTARY POPULATION PLANNING ACTIVITIES - MANDATORY REQUIREMENTS (MAY 2006)

Requirements for Voluntary Sterilization Programs

(1) None of the funds made available under this award shall be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any individual to practice sterilization.

Prohibition on Abortion-Related Activities:

(1) No funds made available under this award will be used to finance, support, or be attributed to the following activities: (i) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning; (ii) special fees or incentives to any person to coerce or motivate them to have abortions; (iii) payments to persons to perform abortions or to solicit persons to undergo abortions; (iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; and (v) lobbying for or against abortion. The term "motivate", as it relates to family planning assistance, shall not be construed to prohibit the provision, consistent with local law, of information or counseling about all pregnancy options.

(2) No funds made available under this award will be used to pay for any biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilizations as a means of family planning. Epidemiologic or descriptive research to assess the incidence, extent or consequences of abortions is not precluded.

20. TRAFFICKING IN PERSONS (JUN 2012)

- a. USAID is authorized to terminate this award, without penalty, if the recipient or its employees, or any subrecipient or its employees, engage in any of the following conduct:

- (1) Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime) during the period of this award;
 - (2) Procurement of a commercial sex act during the period of this award; or
 - (3) Use of forced labor in the performance of this award.
- b. For purposes of this provision, "employee" means an individual who is engaged in the performance of this award as a direct employee, consultant, or volunteer of the recipient or any subrecipient.
 - c. The recipient must include in all subagreements, including subawards and contracts, a provision prohibiting the conduct described in a(1)-(3) by the subrecipient, contractor or any of their employees.

[END OF PROVISION]

21. SUBMISSIONS TO THE DEVELOPMENT EXPERIENCE CLEARINGHOUSE AND PUBLICATIONS (JUN 2012)

- a. Submissions to the Development Experience Clearinghouse (DEC).
 - 1) The recipient must provide the Agreement Officer's Representative one copy of any Intellectual Work that is published, and a list of any Intellectual Work that is not published.
 - 2) In addition, the recipient must submit Intellectual Work, whether published or not, to the DEC, either on-line (preferred) or by mail. The recipient must review the DEC Web site for submission instructions, including document formatting and the types of documents to submit. Submission instructions can be found at: <http://dec.usaid.gov>.
 - 3) For purposes of submissions to the DEC, Intellectual Work includes all works that document the implementation, evaluation, and results of international development assistance activities developed or acquired under this award, which may include program and communications materials, evaluations and assessments, information products, research and technical reports, progress and performance reports required under this award (excluding administrative financial information), and other reports, articles and papers prepared by the recipient under the award, whether published or not. The term does not include the recipient's information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.
 - 4) Each document submitted should contain essential bibliographic information, such as 1) descriptive title; 2) author(s) name; 3) award number; 4) sponsoring USAID office; 5) development objective; and 6) date of publication.

- 5) The recipient must not submit to the DEC any financially sensitive information or personally identifiable information, such as social security numbers, home addresses and dates of birth. Such information must be removed prior to submission. The recipient must not submit classified documents to the DEC.

b. In the event award funds are used to underwrite the cost of publishing, in lieu of the publisher assuming this cost as is the normal practice, any profits or royalties up to the amount of such cost must be credited to the award unless the schedule of the award has identified the profits or royalties as program income.

[END OF PROVISION]

22. LIMITING CONSTRUCTION ACTIVITIES (AUGUST 2013)

a) Construction is not eligible for reimbursement under this award unless specifically identified in paragraph d) below.

b) Construction means -construction, alteration, or repair (including dredging and excavation) of buildings, structures, or other real property and includes, without limitation, improvements, renovation, alteration and refurbishment. The term includes, without limitation, roads, power plants, buildings, bridges, water treatment facilities, and vertical structures.

c) Agreement Officers will not approve any subawards or procurements by recipients for construction activities that are not listed in paragraph d) below. USAID will reimburse allowable costs for only the construction activities listed in this provision not to exceed the amount specified in the construction line item of the award budget. The recipient must receive prior written approval from the AO to transfer funds allotted for construction activities to other cost categories, or vice versa.

d) Description

N/A

[END OF PROVISION]

23. USAID IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ASSISTANCE (JULY 2014)

(a) Definitions

"USAID Implementing Partner Notices (IPN) Portal for Assistance ("IPN Portal)" means the single point where USAID posts proposed universal bilateral amendments for USAID awards, which can be accessed electronically by registered USAID recipients. The IPN Portal is located at <https://sites.google.com/site/usaidipnforassistance/>. Universal amendments are those which affect all assistance awards or a designated class of awards as specified in each amendment by the IPN Portal Administrator.

"IPN Portal Administrator" means the USAID official designated by the Director, M/OAA, who has overall responsibility for managing the USAID Implementing Partner Notices Portal for Assistance.

"Universal bilateral amendment" means those amendments with revisions or new requirements or provisions that affect all awards or a designated class of awards, as specified in the Agency notification of such revisions or new requirements.

(b) By submission of an application and execution of an award, the Applicant/Recipient acknowledges the requirement to:

(1) Register with the IPN Portal if awarded an assistance award resulting from this solicitation, and

(2) Receive universal bilateral amendments to this award and general notices via the IPN Portal.

(b) Procedure to register for notifications.

Go to <https://sites.google.com/site/usaidipnforassistance/> and click the "Register" button at the top of the page. Recipient representatives must use their official organization email address when subscribing, not personal email addresses.

(c) Processing of IPN Portal Amendments

The Recipient may access the IPN Portal at any time to review all IPN Portal amendments; however, the system will also notify the Recipient by email when the USAID IPN Portal Administrator posts a universal bilateral amendment for Recipient's review and signature. Proposed USAID IPN Portal amendments distributed via the IPN Portal are applicable to all awards, unless otherwise noted in the proposed amendment.

Within 15 calendar days from receipt of the notification email from the IPN Portal, the Recipient must do one of the following:

(1) (a) verify applicability of the proposed amendment for their award(s) per the instructions provided with each amendment; (b) download the amendment and incorporate the following information on the amendment form: award number, organization name, and organization mailing address as it appears in the basic award; (c) sign the hardcopy version; and (d) send the signed amendment (by email or hardcopy) to the AO for signature. The Recipient must not incorporate any other changes to the IPN Portal amendment. Bilateral amendments provided through the IPN Portal are not effective until the both the Recipient and the AO sign the amendment;

(2) Notify the AO in writing if the amendment requires negotiation of additional changes to terms and conditions of the award; or

(3) Notify the AO that the Recipient declines to sign the amendment.

Within 30 calendar days of receipt of a signed amendment from the Recipient, the AO must provide the fully executed amendment to the Recipient or initiate discussions with the Recipient.

[End of Provision]

24. **PILOT PROGRAM FOR ENHANCEMENT OF GRANTEE EMPLOYEE WHISTLEBLOWER PROTECTIONS (SEPTEMBER 2014)**

The requirement to comply with and inform all employees of the "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections" is retroactively effective for all assistance awards and subawards (including subcontracts) issued beginning July 1, 2013.

The Grantee must:

1. Inform its employees working under this award in the predominant native language of the workforce that they are afforded the employee whistleblower rights and protections provided under 41 U.S.C. § 4712; and
2. Include such requirement in any subaward or subcontract made under this award.

41 U.S.C. § 4712 states that an employee of a Grantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing." In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

Whistleblowing is defined as making a disclosure "that the employee reasonably believes" is evidence of any of the following:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a Federal contract or grant (including the competition for, or negotiation of, a contract or grant).

To qualify under the statute, the employee's disclosure must be made to:

- A Member of the U.S. Congress, or a representative of a U.S. Congressional Committee;
- A cognizant U.S. Inspector General;
- The U.S. Government Accountability Office;
- A Federal employee responsible for contract or grant oversight or management at the relevant agency;
- A U.S. court or grand jury; or,
- A management official or other employee of the Grantee who has the responsibility to investigate, discover, or address misconduct.

[End of Provision]

25. SUBMISSION OF DATASETS TO THE DEVELOPMENT DATA LIBRARY (OCTOBER 2014)

a. Definitions. For the purpose of submissions to the DDL:

(1) "Dataset" is an organized collection of structured data, including data contained in spreadsheets, whether presented in tabular or non-tabular form. For example, a Dataset may represent a single spreadsheet, an extensible mark-up language (XML) file, a geospatial data file, or an organized collection of these. This requirement does not apply to aggregated performance reporting data that the recipient submits directly to a USAID portfolio management system or to unstructured data, such as email messages,

(4) The recipient must ensure that any Dataset submitted to the DDL does not contain any proprietary or personally identifiable information, such as social security numbers, home addresses, and dates of birth. Such information must be removed prior to submission.

(5) The recipient must not submit classified data to the DDL.

[End of Provision]

26. COST SHARING (MATCHING) (FEB 2012)

a. If at the end of any funding period, the recipient has expended an amount of non-Federal funds less than the agreed upon amount or percentage of total expenditures, the Agreement Officer may apply the difference to reduce the amount of USAID incremental funding in the following funding period. If the award has expired or has been terminated, the Agreement Officer may require the recipient to refund the difference to USAID.

b. The source and nationality requirements and the restricted goods provision established in the Standard Provision entitled "USAID Eligibility Rules for Goods and Services" do not apply to cost sharing (matching) expenditures.

[END OF PROVISION]

27. CONSCIENCE CLAUSE IMPLEMENTATION (ASSISTANCE) (FEB 2012)

An organization, including a faith-based organization, that is otherwise eligible to receive funds under this agreement for HIV/AIDS prevention, treatment, or care—

(a) Shall not be required, as a condition of receiving such assistance—

(1) To endorse or utilize a multisectoral or comprehensive approach to combating HIV/AIDS; or

(1) To endorse, utilize, make a referral to, become integrated with, or otherwise participate in any program or activity to which the organization has a religious or moral objection; and

(b) Shall not be discriminated against in the solicitation or issuance of grants, contracts, or cooperative agreements for refusing to meet any requirement described in paragraph (a) above.

[END OF PROVISION]

PDF files, PowerPoint presentations, word processing documents, photos and graphic images, audio files, collaboration software, and instant messages. Neither does the requirement apply to the recipient's information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information. Datasets submitted to the DDL will generally be those generated with USAID resources and created in support of Intellectual Work that is uploaded to the Development Experience Clearinghouse (DEC) (See 21. SUBMISSIONS TO THE DEVELOPMENT EXPERIENCE CLEARINGHOUSE AND PUBLICATIONS (JUNE 2012)).

(2) "Intellectual Work" includes all works that document the implementation, monitoring, evaluation, and results of international development assistance activities developed or acquired under this award, which may include program and communications materials, evaluations and assessments, information products, research and technical reports, progress and performance reports required under this award (excluding administrative financial information), and other reports, articles and papers prepared by the recipient under the award, whether published or not. The term does not include the recipient's information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.

b. Submissions to the Development Data Library (DDL)

(1) The recipient must submit to the Development Data Library (DDL) at **www.usaid.gov/data**, in a machine-readable, non-proprietary format, a copy of any Dataset created or obtained in performance of this award, including Datasets produced by a subawardee or a contractor at any tier. The submission must include supporting documentation describing the Dataset, such as code books, data dictionaries, data gathering tools, notes on data quality, and explanations of redactions.

(2) Unless otherwise directed by the Agreement Officer (AO) or the Agreement Officer Representative (AOR), the recipient must submit the Dataset and supporting documentation to the DDL within thirty (30) calendar days after the Dataset is first used to produce an Intellectual Work or is of sufficient quality to produce an Intellectual Work. Within thirty (30) calendar days after award completion, the recipient must submit to the DDL any Datasets and supporting documentation that have not previously been submitted to the DDL, along with an index of all Datasets and Intellectual Work created or obtained under the award. The recipient must also provide to the AOR an itemized list of any and all DDL submissions.

The recipient is not required to submit the data to the DDL, when, in accordance with the terms and conditions of this award, Datasets containing results of federally funded scientific research are submitted to a publicly accessible research database. However, the recipient must submit a notice to the DDL by following the instructions at **www.usaid.gov/data**, with a copy to the agreement officer representative, providing details on where and how to access the data. The direct results of federally funded scientific research must be reported no later than when the data are ready to be submitted to a peer-reviewed journal for publication, or no later than five calendar days prior to the conclusion of the award, whichever occurs earlier.

(3) The recipient must submit the Datasets following the submission instructions and acceptable formats found at **www.usaid.gov/data**.

28. USAID DISABILITY POLICY - ASSISTANCE (DEC 2004)

a. The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. Government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following Web site:

pdf.usaid.gov/pdf_docs/PDABQ631.pdf

b. USAID therefore requires that the recipient not discriminate against people with disabilities in the implementation of USAID funded programs and that it make every effort to comply with the objectives of the USAID Disability Policy in performing the program under this grant or cooperative agreement. To that end and to the extent it can accomplish this goal within the scope of the program objectives, the recipient should demonstrate a comprehensive and consistent approach for including men, women, and children with disabilities.

[END OF PROVISION]

29. CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER (OCT 2010)

a. **Requirement for Central Contractor Registration (CCR).** Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently, if required by changes in your information or another award term.

b. **Requirement for Data Universal Numbering System (DUNS) numbers.** If you are authorized to make subawards under this award, you:

(1) Must notify potential subrecipients that no entity (see definition in paragraph c. of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.

(2) May not make a subaward to an entity unless the entity has provided its DUNS number to you.

c. **Definitions.** For purposes of this award term:

(1) Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required

for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at www.ccr.gov).

- (2) Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at fedgov.dnb.com/webform).
- (3) Entity, as it is used in this award term, means all of the following, as defined at 2 CFR 25, subpart C:
 - (i) A governmental organization, which is a State, local government, or Indian tribe;
 - (ii) A foreign public entity;
 - (iii) A domestic or foreign nonprofit organization;
 - (iv) A domestic or foreign for-profit organization; and
 - (v) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- (4) Subaward:
 - (i) This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - (ii) The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. --.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - (iii) A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
- (5) Subrecipient means an entity that:
 - (i) Receives a subaward from you under this award; and
 - (ii) Is accountable to you for the use of the Federal funds provided by the subaward.

ADDENDUM (JUNE 2012):

a. Exceptions. The requirements of this provision to obtain a Data Universal Numbering System (DUNS) number and maintain a current registration in the Central Contractor Registration (CCR) do not apply, at the prime award or subaward level, to:

- (1) Awards to individuals

(2) Awards less than \$25,000 to foreign recipients to be performed outside the United States (based on a USAID determination)

(3) Awards where the Agreement Officer determines, in writing, that these requirements would cause personal safety concerns.

b. This provision does not need to be included in subawards.

[END OF PROVISION]

ATTACHMENT 4 - BRANDING STRATEGY AND MARKING PLAN

The Recipient's Branding Strategy and Marking Plan are attached hereto and are made a part of this Agreement.

Los Angeles County Urban Search and Rescue Branding and Marking Strategy for USAID Funded Programs

Background: The Los Angeles County Urban Search and Rescue (USAR) Program is a component of the Los Angeles County Fire Department in the County of Los Angeles, California.

Our primary focus is local emergency response. In addition, the Fire Department permits the USAR Team to respond to regional, state, federal and international emergencies.

The USAR Team is primarily funded by the Department, as well as FEMA for Domestic response (California Task Force 2) and USAID/OFDA for International response (Search and Rescue Team 2 or SAR Team 2).

On January 2, 2006 a new federal regulation became effective that requires programs, projects, activities, public communications, and commodities fully or partially funded by USAID to be "marked" or to visibly bear the USAID Identity that clearly communicates that supplied aid is "From the American People". This plan strives to comply with the guidance provided in Acquisition and Policy Directive (AAPD) 05-11.

A. Branding Strategy

1. Positioning

What is the intended name of this program, project, or activity?

The USAID and Los Angeles County branding strategy for Urban Search and Rescue activities.

Will a program logo be developed and used consistently to identify this program? If yes, please attach a copy of the proposed program logo.

Any new marking done will include the new USAID logo, or the proposed program logo (See Attachment).

2. Program Communications and Publicity

Who are the primary and secondary audiences for this project or program?

International populations affected by sudden onset disaster

What communications or program materials will be used to explain or market the program to beneficiaries?

Marketing/Interface with beneficiaries is accomplished by the USAID-DART which accompanies the USAR team on International response. The USAR Team is attached to and works under the DART. In addition, Los Angeles County possesses USAR Team Fact Sheets (which display the branding scheme) which can be distributed to local emergency government officials and other beneficiaries identified by the DART Leader. Los Angeles County will also produce and have available banners with logos (see attachment) which can be posted at the base of operation and worksites.

What is the main program message (s)?

The main program message demonstrates USAID's continued commitment to the international community in need by supplying emergency response to an affected population.

Will the recipient announce and promote publicly this program or project to host country citizens? If yes, what press and promotional activities are planned?

This activity is arranged and coordinated by the deployed DART.

Please provide any additional ideas about how to increase awareness that the American people support this project or program.

N/A

3. Acknowledgements

Will there be any direct involvement from a host-country government ministry? If yes, please indicate which one or ones. Will the recipient acknowledge the ministry as an additional co-sponsor?

N/A

Please indicate if there are any other groups whose logo or identity the recipient will use on program materials and related communications.

N/A

B. Marking Plan

1. Size and Prominence of USAID Identity and Other Identifications/Logos

All programs, projects, activities, public communications, and commodities fully or partially funded by USAID will bear the USAID Identity of a size and

prominence equal to or, in some cases where the major donor, greater than the recipient's or other donors.

2. Description of the public communications, commodities, and program materials that will be produced as a part of the award

Give a description for each category. Statement of compliance follows.

Program, project, or activity sites funded by USAID, including visible infrastructure projects or other programs, projects, or activities that are physical in nature.

Programs, project, or activity sites funded by USAID will be marked with the USAID Identity. Temporary signs or plaques will be displayed in the early phases with permanent, durable signage installed upon completion where appropriate.

Technical assistance, studies, reports, papers, publications, audio-visual productions, public service announcements, Web sites/Internet activities and other promotional, informational, media, or communications products funded by USAID.

Communications products funded by USAID will be marked with the USAID Identity.

Events financed by USAID, such as training courses, conferences, seminars, exhibitions, fairs, workshops, press conferences, and other public activities

All events financed by USAID will be marked with the USAID Identity as appropriate. Unless directly prohibited and as appropriate to the surroundings, signs and banners with the USAID Identity will be displayed. Where the USAID Identity cannot be displayed visually, the recipient will acknowledge USAID and the American people's support as appropriate.

All commodities financed by USAID, including commodities or equipment provided under humanitarian assistance or disaster relief programs, and all other equipment, supplies and other materials funded by USAID, and their export packaging.

All commodities financed by USAID will contain the USAID Identity.

3. Pre-Production Review

Indication as to whether USAID will perform pre-production review of USAID funded public communications and program materials.

N/A

4. Public Communications (as defined in 22 CFR 226.2)

Documents and messages intended for distribution to audiences external to the recipient's organization. They include, but are not limited to, correspondence, publications, studies, reports, audio visual productions, and other informational products: applications, forms, press and promotional materials used in connection with USAID funded programs, projects or activities, including signage and plaques; Web sites/Internet activities; and events such as training courses, conferences, seminars, press conferences and the like.

N/A

5. Sub-Awards

Indication must be given as to how the marking requirements will "flow-down" to sub-recipients.

Los Angeles County Urban Search and Rescue has not had any sub-awards under the current agreement. However, any future sub-awards will contain the following provision as required by USAID:

"As a condition of receipt of this sub-award, marking with the USAID Identity of a size and prominence equivalent to or greater than the recipient's, subrecipient's, other donor's, or third party's is required. In the event the recipient chooses not to require marking with its own identity or logo by the subrecipient, USAID may, at its discretion, require marking by the subrecipient with the USAID Identity."

6. A Table Specifying Program Deliverables That Will be Marked with the USAID Identity

Program Deliverables	Marking and Materials	Performance Period for Marking	Placement of Markings
N/A			

7. A Table Specifying Program Deliverable That Will NOT be Marked with the USAID Identity

Program Deliverables that will not be Marked with USAID Identity	Rationale for not marking these program deliverables
N/A	

[END OF ATTACHMENT 4]